

## Table of Contents

Third Revised Sheet No. 0	5
First Revised Sheet No. 1	6
Original Sheet No. 1A	7
Second Revised Sheet No. 2	8
Original Sheet No. 2A	9
Original Sheet No. 3	10
First Revised Sheet No. 4	11
Second Revised Sheet No. 4	12
First Revised Sheet No. 20	13
First Revised Sheet No. 21	14
First Revised Sheet No. 22	15
First Revised Sheet No. 23	16
Second Revised Sheet No. 24	17
Original Sheet No. 24A	18
Original Sheet No. 25	19
First Revised Sheet No. 26	20
Second Revised Sheet No. 27	21
First Revised Sheet No. 28	22
First Revised Sheet No. 29	23
Second Revised Sheet No. 30	24
First Revised Sheet No. 31	25
First Revised Sheet No. 31A	26
First Revised Sheet No. 31B	27
First Revised Sheet No. 32	28
Second Revised Sheet No. 33	29
Original Sheet No. 34	30
First Revised Sheet No. 35	31
Second Revised Sheet No. 36	32
First Revised Sheet No. 37	33
First Revised Sheet No. 38	34
First Revised Sheet No. 39	35
First Revised Sheet No. 39A	36
First Revised Sheet No. 39B	37
Second Revised Sheet No. 100	38
Fourth Revised Sheet No. 100	39
Second Revised Sheet No. 101	40
Second Revised Sheet No. 102	41
Second Revised Sheet No. 103	42
Third Revised Sheet No. 104	43
Original Sheet No. 104A	44
First Revised Sheet No. 105	45
First Revised Sheet No. 106	46
Second Revised Sheet No. 107	47
Second Revised Sheet No. 108	49
First Revised Sheet No. 109	50

First Revised Sheet No. 110	51
First Revised Sheet No. 111	52
First Revised Sheet No. 112	53
Original Sheet No. 113	54
First Revised Sheet No. 114	55
First Revised Sheet No. 115	56
First Revised Sheet No. 116	57
Second Revised Sheet No. 117	58
First Revised Sheet No. 117A	59
First Revised Sheet No. 117B	60
Original Sheet No. 117C	61
First Revised Sheet No. 118	62
First Revised Sheet No. 119	63
Fourth Revised Sheet No. 120	64
Fourth Revised Sheet No. 121	65
Third Revised Sheet No. 122	66
Fourth Revised Sheet No. 122A	67
First Revised Sheet No. 122B	68
First Revised Sheet No. 123	69
Second Revised Sheet No. 124	70
Second Revised Sheet No. 125	71
First Revised Sheet No. 126	72
Original Sheet No. 126A	73
Third Revised Sheet No. 127	74
Third Revised Sheet No. 128	75
Original Sheet No. 129	76
First Revised Sheet No. 130	77
First Revised Sheet No. 131	78
First Revised Sheet No. 132	79
First Revised Sheet No. 133	80
First Revised Sheet No. 134	81
Original Sheet No. 134A	82
Second Revised Sheet No. 135	83
Third Revised Sheet No. 135	84
First Revised Sheet No. 136	85
Substitute First Revised Sheet No. 137	86
First Revised Sheet No. 138	87
First Revised Sheet No. 139	88
First Revised Sheet No. 140	89
Second Revised Sheet No. 141	90
First Revised Sheet No. 141	91
Original Sheet No. 141A	92
Original Sheet No. 142	93
Second Revised Sheet No. 143	94
Third Revised Sheet No. 143	95
Original Sheet No. 143A	96

First Revised Sheet No. 143A	97
Third Revised Sheet No. 144	98
Original Sheet No. 144A	99
Third Revised Sheet No. 145	100
Second Revised Sheet No. 145	101
Original Sheet No. 145A	102
Second Revised Sheet No. 146	103
Third Revised Sheet No. 146	104
First Revised Sheet No. 147	105
Second Revised Sheet No. 148	106
First Revised Sheet No. 149	107
First Revised Sheet No. 150	108
First Revised Sheet No. 151	109
First Revised Sheet No. 152	110
Second Revised Sheet No. 153	111
Original Sheet No. 154	112
First Revised Sheet No. 155	113
Third Revised Sheet No. 156	114
Original Sheet No. 156A	115
Third Revised Sheet No. 157	116
First Revised Sheet No. 158	117
Second Revised Sheet No. 159	118
First Revised Sheet No. 160	119
First Revised Sheet No. 161	120
Third Revised Sheet No. 162	121
Original Sheet No. 162A	122
First Revised Sheet No. 163	123
Original Sheet No. 163A	124
Fifth Revised Sheet No. 164	125
First Revised Sheet No. 165	126
First Revised Sheet No. 300	127
First Revised Sheet No. 301	128
First Revised Sheet No. 302	129
First Revised Sheet No. 303	130
First Revised Sheet No. 304	131
First Revised Sheet No. 305	132
First Revised Sheet No. 306	133
First Revised Sheet No. 307	134
Original Sheet No. 308	135
Original Sheet No. 309	136
First Revised Sheet No. 310	137
First Revised Sheet No. 311	138
Original Sheet No. 311	139
First Revised Sheet No. 312	140
Second Revised Sheet No. 312	141
First Revised Sheet No. 313	142

Original Sheet No. 314	143
First Revised Sheet No. 315	144
Original Sheet No. 316	145
Original Sheet No. 317	146
Original Sheet No. 318	147
First Revised Sheet No. 319	148
Original Sheet No. 320	149
First Revised Sheet No. 321	150
Original Sheet No. 322	151
First Revised Sheet No. 323	152
First Revised Sheet No. 324	153
First Revised Sheet No. 325	154
First Revised Sheet No. 326	155
First Revised Sheet No. 327	156
Second Revised Sheet No. 328	157
Substitute First Revised Sheet No. 329	158
Second Revised Sheet No. 330	159
First Revised Sheet No. 331	160
First Revised Sheet No. 332	161
First Revised Sheet No. 333	162
Original Sheet No. 334	163
Original Sheet No. 335	164
Original Sheet No. 350	165
Original Sheet No. 351	166
Original Sheet No. 352	167
Original Sheet No. 353	168
Original Sheet No. 354	169
Original Sheet No. 355	170
Original Sheet No. 356	171
Original Sheet No. 357	172
Original Sheet No. 358	173
Original Sheet No. 359	174
Original Sheet No. 360	175
Original Sheet No. 361	176
Original Sheet No. 362	177
Original Sheet No. 363	178
Original Sheet No. 364	179
Original Sheet No. 365	180

*Effective Date: 08/01/2009 Status: Effective*

*FERC Docket: RP09-815-000*

**Third Revised Sheet No. 0** Enbridge Offshore Pipelines (UTOS) LLC: Fifth Revised Volume No. 1  
Third Revised Sheet No. 0  
Superseding: Second Revised Sheet No. 0

F.E.R.C. GAS TARIFF

Fifth Revised Volume No. 1

(Supersedes Second Revised Volume No. 1)

of

ENBRIDGE OFFSHORE PIPELINES (UTOS) LLC

Filed With

FEDERAL ENERGY REGULATORY COMMISSION

Communications Covering Tariff Should be Addressed to:

Chris Kaitson  
Vice President & Assistant Secretary

ENBRIDGE OFFSHORE PIPELINES (UTOS) LLC

1100 Louisiana, Suite 3300

Houston, Texas 77002

Telephone: (713) 821-2000  
Telecopier: (713) 821-2220

Effective Date: 08/01/2009 Status: Effective

FERC Docket: RP09-815-000

**First Revised Sheet No. 1** First Revised Sheet No. 1

Superseding: Original Sheet No. 1

TABLE OF CONTENTS

Fifth Revised Volume No. 1	Sheet No.
-----	-----
Preliminary Statement	2
System Map	3
Schedule of Rates	4
Schedule of Shippers and List of Contract Demands	20
Rate Schedule FT - Firm Transportation Service	23
Rate Schedule IT - Interruptible Transportation Service	32
General Terms and Conditions	100
1 Definitions	101
2 Request for Transportation Service	104
3 Measurement	110
4 Gas Quality	115
5 Creditworthiness	117
6 Receipt and Delivery	117
7 Scheduling Requirements	119
8 Imbalances	127
9 Receipt and Delivery Pressure	131
10 Billing and Payment	132
11 Responsibility for Gas and Associated Liquids	133
12 Facilities	134
13 Force Majeure	134
14 Curtailment	135
15 [Reserved for Future Use]	135
16 Right of First Refusal	135
17 Capacity Release	141
18 Assignment of Capacity to Customers of Downstream Pipelines	157
19 Construction of Delivery Laterals	161
20 Information and Communications Regarding Services	162
21 New Facilities Costs	163
22 Order of Discounting Surcharges	163
23 Periodic Reports	163A
24 North American Energy Standards Board Standards	164
25 Non-Conforming Agreements	165

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**Original Sheet No. 1A** Original Sheet No. 1A

TABLE OF CONTENTS (Cont.)

Forms of Service Agreements	300
Form of Operational Balancing Agreement	305
Qualified Bid Form	308
Capacity Release Form (Prearranged)	311
Capacity Release Form (Prospective Replacement)	316
Assignment Proposal Form	320
Nomination Request Form	324
Predetermined Allocation (PDA) Form	325
Form of Interactive Internet Website Agreement	326
Transportation Service Request Form	350
FT Transportation Agreement Form	352
IT Transportation Agreement Form	359
Confirmation Of Agreement To Trade Imbalances	366

Original Volume No. 2

-----

Rate  
Schedule Description

-----

Other services -

X-1 Service Agreement between Enbridge Offshore Pipelines (UTOS) LLC and High Island Offshore System, L.L.C.	68
--	----

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**Second Revised Sheet No. 2** Second Revised Sheet No. 2  
Superseding: First Revised Sheet No. 2

PRELIMINARY STATEMENT

I. In General  
-----

Enbridge Offshore Pipelines (UTOS) LLC ("UTOS") is a natural Gas company engaged in the business of transporting natural Gas and operating in Louisiana as well as the Louisiana state waters and the Federal domain, offshore Louisiana.

Information on any operating facilities or operating personnel that UTOS shares with any of its marketing affiliates is available on its Internet web site at [www.enbridgeus.com](http://www.enbridgeus.com) under Informational Postings.

II. Transportation Agreement  
-----

1. The Transportation Agreement contained in UTOS' F.E.R.C. Gas Tariff, Fifth Revised Volume No. 1, and designated for use under transportation Rate Schedule FT, sets forth the terms and conditions of firm service under that rate schedule. The Transportation Agreement under Rate Schedule FT shall be used in all instances where UTOS enters into a new agreement to perform firm transportation service.

2. The Transportation Agreement contained in UTOS' F.E.R.C. Gas Tariff, Fifth Revised Volume No. 1, and designated for use under transportation Rate Schedule IT, sets forth the terms and conditions of interruptible service under that rate schedule. The Transportation Agreement under Rate Schedule IT shall be used in all instances where UTOS enters into a new agreement to perform interruptible transportation service.

Effective Date: 04/01/2002 Status: Effective

FERC Docket: GT02- 10-000

**Original Sheet No. 2A** Original Sheet No. 2A : Effective

PRELIMINARY STATEMENT

(Continued)

III. Allocation of Capacity

- 
1. The firm capacity in the main line has not been fully allocated among the existing shippers.
  2. The procedure to be followed by a new shipper, in order to receive an allocation of firm capacity on the main line, is set forth in Section 2 of the General Terms and Conditions.
  3. The procedure to be followed by a new shipper, in order to receive interruptible transportation service on UTOS' main line, is set forth in Section 2 of the General Terms and Conditions.

*Effective Date: 04/01/2002 Status: Effective*

*FERC Docket: GT02- 10-000*

**Original Sheet No. 3** Original Sheet No. 3 : Effective

SEE HARD COPY FOR SYSTEM MAP

Effective Date: 10/01/2003 Status: Suspended  
 FERC Docket: RP03-335-000

**First Revised Sheet No. 4** First Revised Sheet No. 4 : Suspended  
 Superseding: Original Sheet No. 4

SCHEDULE OF RATES

I. The rates set forth below are applicable to gas transportation service rendered under all FT Rate Schedules filed as part of Transporter's F.E.R.C. Gas Tariff, Original Volume No. 2, plus ACA Surcharge:

- a. Demand Rate - 78.12¢ per month per MMBtu of Contract Demand
- b. Commodity Rate - .0¢ per MMBtu transported
- c. Overrun Rate - 2.57¢ per MMBtu transported

II. The rate set forth below is applicable to interruptible overrun gas transportation service rendered under Rate Schedule I filed as part of Transporter's F.E.R.C. Gas Tariff, Fifth Revised Volume No. 1:

Overrun Transportation Rate - 2.57¢ per MMBtu transported

III. The rates set forth below are applicable to firm and interruptible gas transportation service rendered under Rate Schedules FT and IT filed as part of Transporter's F.E.R.C. Gas Tariff, Fifth Revised Volume No. 1:

	Maximum Rate** -----	Minimum Rate -----	ACA Surcharge -----
Rate Schedule FT*			
Reservation Charge per MMBtu of Maximum Daily Quantity per Month	78.12¢	0¢	--
Commodity Rate per MMBtu Transported	0¢	0¢	0.21¢
Overrun Rate	2.57¢	0¢	0.21¢
Rate Schedule IT			
Rate per MMBtu Transported	2.57¢	0¢	0.21¢
Overrun Rate	2.57¢	0¢	0.21¢

\* For releases of firm capacity on a volumetric basis, the volumetric rate is 2.57¢ per Dth plus ACA Surcharge.

\*\* Does not include ACA Surcharges which are additive.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-001

**Second Revised Sheet No. 4** Second Revised Sheet No. 4  
Superseding: Original Sheet No. 4

SCHEDULE OF RATES

The rates set forth below are applicable to firm and interruptible Gas transportation service rendered under Rate Schedules FT and IT filed as part of Transporter's F.E.R.C. Gas Tariff, Fifth Revised Volume No. 1:

Maximum Rate -----	Minimum Rate -----		
Rate Schedule FT*			
Reservation Charge per MMBtu of Maximum Daily Quantity per Month	51.70c	0c	
Commodity Rate per MMBtu Transported		0c	0c
Overrun Rate	1.70c	0c	
Rate Schedule IT			
Rate per MMBtu Transported	1.70c	0c	
Overrun Rate	1.70c	0c	

\* For releases of firm capacity on a volumetric basis, the volumetric rate is 1.70c per Dth.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**First Revised Sheet No. 20** First Revised Sheet No. 20  
Superseding: Original Sheet No. 20

SCHEDULE OF SHIPPERS AND LIST OF CONTRACT DEMANDS

-----  
OR MAXIMUM DAILY QUANTITIES  
-----

Currently  
Effective  
Contract

	Revised	Demand or		
Effective	Original	Maximum		
Date of	Term of	Contract	Daily	
Shipper	Contract	Contract	Demand	Quantities
-----	-----	-----	-----	-----

UTOS does not currently have any Firm Transportation Agreements.

*Effective Date: 08/01/2009 Status: Effective*

*FERC Docket: RP09-815-000*

**First Revised Sheet No. 21** First Revised Sheet No. 21  
Superseding: Original Sheet No. 21

Sheet Reserved for Future Use

*Effective Date: 08/01/2009 Status: Effective*

*FERC Docket: RP09-815-000*

**First Revised Sheet No. 22** First Revised Sheet No. 22  
Superseding: Original Sheet No. 22

Sheet Reserved for Future Use

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**First Revised Sheet No. 23** First Revised Sheet No. 23  
Superseding: Original Sheet No. 23

RATE SCHEDULE FT

FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This rate schedule is available to any party (Shipper) in the Enbridge Offshore Pipelines (UTOS) LLC (UTOS) for the transportation of Gas on a firm basis, where: (1) UTOS has determined that it has sufficient available capacity to perform service requested by Shipper; (2) the Shipper has demonstrated, to UTOS' reasonable satisfaction, that it is creditworthy in accordance with Section 5 of the General Terms and Conditions; and (3) the Shipper has executed a Transportation Agreement with UTOS for firm service.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This rate schedule shall apply to all natural Gas transported under a transportation agreement executed with UTOS for firm service under this Rate Schedule.

2.2 Pursuant to this rate schedule, UTOS will provide firm transportation for Shipper up to the Maximum Daily Quantity (MDQ) specified in the transportation agreement. Shipper may tender Gas to UTOS at the Points of Receipt specified in the agreement, and UTOS shall receive such Gas at the Points of Receipt and redeliver an Equivalent Volume for the account of Shipper at the Point of Delivery specified in the agreement.

3. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Tariff are applicable to this Rate Schedule.

4. RATES AND CHARGES

4.1 Transportation Charge. Shipper agrees to pay UTOS an amount each Month equal to the sum of a reservation charge and a commodity charge determined as follows:

(a) The reservation charge shall be the product of 100% of Shipper's Maximum Daily Quantity and UTOS' effective reservation charge per Dth, as set forth on Sheet No. 4 of UTOS' F.E.R.C. Gas Tariff, Fifth Revised Volume No. 1.

Effective Date: 08/01/2009 Status: Effective

FERC Docket: RP09-815-000

**Second Revised Sheet No. 24** Second Revised Sheet No. 24  
Superseding: First Revised Sheet No. 24

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE  
(Continued)

(b) The commodity charge shall be the product of the monthly volumes of Gas, expressed in Dth, received by UTOS from Shipper, or for the account of Shipper, at the Points of Receipt set forth in Exhibit A of Transportation Agreement, and UTOS' effective commodity rate per Dth, as set forth on Sheet No. 4 to UTOS' F.E.R.C. Gas Tariff, Fifth Revised Volume No. 1.

4.2 Partial Month's Service. If at the commencement or termination of the transportation agreement, service is provided for only a portion of a Month, then the monthly reservation charge for such Month shall be reduced proportionately based on the ratio of the number of Days that transportation service was not in effect to the total number of Days in such Month.

4.3 Minimum Monthly Bill. Equivalent to monthly reservation charge.

4.4 Authorized Overrun. In addition to the charges specified above, Shipper agrees, subject to Section 8 of the General Terms and Conditions, to pay UTOS an amount equal to the overrun charge determined as follows: The overrun charge shall be the product of the volumes of Gas, expressed in Dth, received by UTOS from Shipper, or for the account of Shipper, at each Point of Receipt set forth in Exhibit A of the Transportation Agreement during any Day, which are in excess of the Maximum Daily Volume (MDV) for such point of receipt, and UTOS' effective overrun rate per Dth, as set forth on Sheet No. 4 to UTOS' F.E.R.C. Gas Tariff, Fifth Revised Volume No. 1.

4.5 Unauthorized Overrun. UTOS shall notify Shipper verbally of any unauthorized overrun service that is occurring for Shipper and if such unauthorized overrun is creating an operational problem on its System, and shall immediately confirm such notification by telex or similar means. If Shipper has been notified that its unauthorized overruns are creating an operational problem or endangering service to other Shippers, the Shipper shall pay UTOS a penalty of \$2.00 per Dth or the current Spot Market Price for the Offshore Texas region as reported in Natural Gas Week, whichever is higher, for any unauthorized daily overrun not terminated within 24 hours of UTOS' verbal notification. Such penalty payments shall be paid to UTOS in addition to the charges otherwise payable by Shipper under this or the

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**Original Sheet No. 24A** Original Sheet No. 24A

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE  
(Continued)

appropriate Rate Schedule. UTOS may waive, in whole or in part, any overrun penalty provided for herein if, in UTOS' sole discretion, such penalty was incurred due to circumstances beyond Shipper's control.

(i) UTOS shall flow through to non-offending FT and IT Shippers, as a non-discriminatory credit to their bills, unauthorized penalty revenues received under this section, net of any costs that UTOS incurs that relate to such unauthorized overrun, e.g., penalties from upstream suppliers.

(ii) Such flow though will be made annually to all Shippers pro-rata based on the ratio of such Shipper's through-put for the most recent twelve (12) Months (excluding the volume for any Month that the Shipper was penalized for unauthorized overrun) to the total through-put of all Shippers during the same period (excluding the volume for the Month applicable to any Shipper that was penalized for unauthorized overrun during such Month).

4.6 Transportation of Associated Liquids. If Associated Liquids are transported hereunder for Shipper and UTOS is required by any regulatory agency, from time to time, to allocate a portion of its cost of service to such transportation service or to charge, or impute, a fee for such service, then Shipper shall reimburse UTOS for such allocated costs and such fee.

Effective Date: 04/01/2002 Status: Effective

FERC Docket: GT02- 10-000

**Original Sheet No. 25** Original Sheet No. 25 : Effective

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE  
(Continued)

- 4.7 Commission and Other Regulatory Fees. Shipper shall reimburse UTOS for all filing, reporting and application fees required by the Commission or any other regulatory body which are related to service provided under this Rate Schedule.
- 4.8 Rate Changes. Subject to any rights or limitations imposed by additional Transportation Agreement provisions agreed to by Shipper and UTOS, UTOS may from time to time and at any time selectively adjust any or all of the rates charged to any individual Shipper for which a Maximum Rate and Minimum Rate are stated on Sheet No. 4 of this Tariff; provided, however, that such adjusted rate(s) shall not exceed the applicable Maximum Rate(s), nor shall they be less than the Minimum Rate(s) set forth on such sheets. UTOS shall have the right to charge the Maximum Rate at any time as a condition for new service or for continuation of service under an existing Agreement. UTOS shall make all information filings required by the Commission's regulations with respect to any charges at less than the Maximum Rate. Whenever UTOS adjusts the rate to be charged to a Shipper pursuant to this Section 4.8, notice thereof shall be given to Shipper not less than seventy-two (72) hours prior to the effective date of such adjustment.

5. WARRANTY

Shipper warrants for itself, its successors and assigns, that it will have at the time of delivery of Gas and Associated Liquids for transportation hereunder good title or the good right to deliver such Gas and Associated Liquids to UTOS and accept redelivery at the Point of Delivery. UTOS warrants for itself, its successors and assigns, that it will at the time of delivery to others of the Gas and Associated Liquids transported hereunder have good right to deliver such Gas and Associated Liquids to others. Shipper warrants for itself, its successors and assigns, that the Gas it warrants hereunder shall be free and clear of all liens, encumbrances, and claims whatsoever, that it will indemnify UTOS and save UTOS harmless from and against all suits, actions, debts, accounts, damages, costs, losses, and expenses including UTOS' actual attorney's fees and cost of defense arising from or out of any adverse claims of any and all persons to said Gas and/or to royalties, taxes, license fees, or charges thereon which are applicable to such delivery of Gas and that it will indemnify UTOS and save it harmless from all taxes or assessments which may be levied and assessed upon such delivery and which are by law payable by, and the obligation of, the Party making such delivery.

*Effective Date: 08/01/2009 Status: Effective*

*FERC Docket: RP09-815-000*

**First Revised Sheet No. 26** First Revised Sheet No. 26

Superseding: Original Sheet No. 26

Sheet Reserved for Future Use

*Effective Date: 08/01/2009 Status: Effective*

*FERC Docket: RP09-815-000*

**Second Revised Sheet No. 27** Second Revised Sheet No. 27

Superseding: First Revised Sheet No. 27

Sheet Reserved for Future Use

*Effective Date: 08/01/2009 Status: Effective*

*FERC Docket: RP09-815-000*

**First Revised Sheet No. 28** First Revised Sheet No. 28

Superseding: Original Sheet No. 28

Sheet Reserved for Future Use

*Effective Date: 08/01/2009 Status: Effective*

*FERC Docket: RP09-815-000*

**First Revised Sheet No. 29** First Revised Sheet No. 29

Superseding: Original Sheet No. 29

Sheet Reserved for Future Use

*Effective Date: 08/01/2009 Status: Effective*

*FERC Docket: RP09-815-000*

**Second Revised Sheet No. 30** Second Revised Sheet No. 30  
Superseding: First Revised Sheet No. 30

Sheet Reserved for Future Use

*Effective Date: 08/01/2009 Status: Effective*

*FERC Docket: RP09-815-000*

**First Revised Sheet No. 31** First Revised Sheet No. 31

Superseding: Original Sheet No. 31

Sheet Reserved for Future Use

*Effective Date: 08/01/2009 Status: Effective*

*FERC Docket: RP09-815-000*

**First Revised Sheet No. 31A** First Revised Sheet No. 31A  
Superseding: Original Sheet No. 31A

Sheet Reserved for Future Use

*Effective Date: 08/01/2009 Status: Effective*  
*FERC Docket: RP09-815-000*

**First Revised Sheet No. 31B** First Revised Sheet No. 31B  
Superseding: Original Sheet No. 31B

Sheet Reserved for Future Use

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**First Revised Sheet No. 32** First Revised Sheet No. 32  
Superseding: Original Sheet No. 32

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This rate schedule is available to any party (Shipper) in the Enbridge Offshore Pipelines (UTOS) LLC (UTOS) for the transportation of Gas on an interruptible basis, subject to available capacity in accordance with Section 7.8 of the General Terms and Conditions, where: (1) the Shipper has demonstrated, to UTOS' reasonable satisfaction, that it is creditworthy in accordance with Section 5 of the General Terms and Conditions; and (2) the Shipper has executed a Transportation Agreement with UTOS for interruptible service; .

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This rate schedule shall apply to all natural Gas transported under a Transportation Agreement executed with UTOS for interruptible service under this Rate Schedule.

2.2 Pursuant to this rate schedule, UTOS will transport Gas for Shipper up to the Maximum Daily Quantity (MDQ) specified in the transportation agreement Shipper may tender Gas to UTOS at the Points of Receipt specified in the agreement, and UTOS shall receive such Gas at the Points of Receipt and redeliver an Equivalent Volume for the account of Shipper at the Point of Delivery specified in the agreement. If at any time, the capacity in UTOS is insufficient to transport all of Shipper's nominations as well as nominations of all other Shippers on UTOS, UTOS will allocate capacity among all shippers in accordance with Section 7.8 of the General Terms and Conditions.

3. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Tariff are applicable to this Rate Schedule.

4. RATES AND CHARGES

4.1 Transportation Charge. Shipper agrees to pay UTOS an amount each Month equal to the transportation charge determined as follows:

The transportation charge shall be the product of the monthly volumes of Gas, expressed in Dth, received by UTOS from Shipper, or for the account of Shipper, at the Points of Receipt set forth in Exhibit A of Transportation Agreement, and UTOS' effective interruptible transportation rate per Dth, as set forth on Sheet No. 4 of UTOS' F.E.R.C. Gas Tariff, Fifth Revised Volume No. 1.

Effective Date: 08/01/2009 Status: Effective

FERC Docket: RP09-815-000

**Second Revised Sheet No. 33** Second Revised Sheet No. 33

Superseding: First Revised Sheet No. 33

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE  
(Continued)

4.2 Minimum Monthly Bill. None

4.3 Authorized Overrun. In addition to the charges specified above, Shipper agrees, subject to Section 8 of the General Terms and Conditions, to pay UTOS an amount equal to the overrun charge determined as follows:

The overrun charge shall be the product of the volumes of Gas, expressed in Dth, received by UTOS from Shipper, or for the account of Shipper, at each Point of Receipt set forth in Exhibit A of the Transportation Agreement during any Day, which are in excess of the Maximum Daily Volume (MDV) for such point of receipt, and UTOS' effective overrun rate per Dth, as set forth on Sheet No. 4 to UTOS' F.E.R.C. Gas Tariff, Fifth Revised Volume No. 1.

4.4 Unauthorized Overrun. UTOS shall notify Shipper verbally of any unauthorized overrun service that is occurring for Shipper and if such unauthorized overrun is creating an operational problem on its System, and shall immediately confirm such notification by telex or similar means. If Shipper has been notified that its unauthorized overruns are creating an operational problem or endangering service to other Shippers, the Shipper shall pay UTOS a penalty of \$2.00 per Dth or the current Spot Market Price for the Offshore Texas region as reported in Natural Gas Week, whichever is higher, for any unauthorized daily overrun not terminated within 24 hours of UTOS' verbal notification. Such penalty payments shall be paid to UTOS in addition to the charges otherwise payable by Shipper under this or the appropriate Rate Schedule. UTOS may waive, in whole or in part, any overrun penalty provided for herein if, in UTOS' sole discretion, such penalty was incurred due to circumstances beyond Shipper's control.

(i) UTOS shall flow through to non-offending FT and IT Shippers, as a non-discriminatory credit to their bills, unauthorized penalty revenues received under this section, net of any costs that UTOS incurs that relate to such unauthorized overrun, e.g., penalties from upstream suppliers.

(ii) Such flow through will be made annually to all Shippers pro-rata based on the ratio of such Shipper's through-put for the most recent twelve (12) Months (excluding the volume for any Month that the Shipper was penalized for unauthorized overrun) to the total through-put of all Shippers during the same period (excluding the volume for the Month applicable to any Shipper that was penalized for unauthorized overrun during such Month).

4.5 Transportation of Associated Liquids. If Associated Liquids are transported hereunder for Shipper and UTOS is required by any regulatory agency, from time to time, to allocate a portion of its cost of service to such transportation service or to charge, or impute, a fee for such service, then Shipper shall reimburse UTOS for such allocated costs and such fee.

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE  
(Continued)

- 4.6 Commission and Other Regulatory Fees. Shipper shall reimburse UTOS for all filing, reporting and application fees required by the Commission or any other regulatory body which are related to service provided under this Rate Schedule.
- 4.7 Rate Changes. Subject to any rights or limitations imposed by additional Transportation Agreement provisions agreed to by Shipper and UTOS, UTOS may from time to time and at any time selectively adjust any or all of the rates charged to any individual Shipper for which a Maximum Rate and Minimum Rate are stated on Sheet No. 4 of this Tariff; provided, however, that such adjusted rate(s) shall not exceed the applicable Maximum Rate(s), nor shall they be less than Minimum Rate(s), set forth on such sheets. UTOS shall have the right to charge the Maximum Rate at any time as a condition for new service or for continuation of service under an existing Agreement. UTOS shall make all information filings required by the Commissions' regulations with respect to any charges at less than the Maximum Rate. Whenever UTOS adjusts the rate to be charged to a Shipper pursuant to this Section 4.7, notice thereof shall be given to Shipper not less than seventy-two (72) hours prior to the effective date of such adjustment.

5. WARRANTY

Shipper warrants for itself, its successors and assigns, that it will have at the time of delivery of Gas and Associated Liquids for transportation hereunder good title to deliver such Gas and Associated Liquids to UTOS and accept redelivery at the Point of Delivery. UTOS warrants for itself, its successors and assigns, that it will at the time of delivery to others of the Gas and Associated Liquids transported hereunder have good right to deliver such Gas and Associated Liquids to others. Shipper warrants for itself, its successors and assigns, that the Gas it warrants hereunder shall be free and clear of all liens, encumbrances, and claims whatsoever, that it will indemnify UTOS and save UTOS harmless from and against all suits, actions, debts, accounts, damages, costs, losses, and expenses including UTOS' actual attorney's fees and cost of defense arising from or out of any adverse claims of any and all persons to said Gas and/or to royalties, taxes, license fees, or charges thereon which are applicable to such delivery of Gas and that it will indemnify UTOS and save it harmless from all taxes or assessments which may be levied and assessed upon such delivery and which are by law payable by, and the obligation of, the Party making such delivery.

*Effective Date: 08/01/2009 Status: Effective*

*FERC Docket: RP09-815-000*

**First Revised Sheet No. 35** First Revised Sheet No. 35

Superseding: Original Sheet No. 35

Sheet Reserved for Future Use

*Effective Date: 08/01/2009 Status: Effective*

*FERC Docket: RP09-815-000*

**Second Revised Sheet No. 36** Second Revised Sheet No. 36

Superseding: First Revised Sheet No. 36

Sheet Reserved for Future Use

*Effective Date: 08/01/2009 Status: Effective*

*FERC Docket: RP09-815-000*

**First Revised Sheet No. 37** First Revised Sheet No. 37

Superseding: Original Sheet No. 37

Sheet Reserved for Future Use

*Effective Date: 08/01/2009 Status: Effective*

*FERC Docket: RP09-815-000*

**First Revised Sheet No. 38** First Revised Sheet No. 38

Superseding: Original Sheet No. 38

Sheet Reserved for Future Use

*Effective Date: 08/01/2009 Status: Effective*

*FERC Docket: RP09-815-000*

**First Revised Sheet No. 39** First Revised Sheet No. 39

Superseding: Original Sheet No. 39

Sheet Reserved for Future Use

*Effective Date: 08/01/2009 Status: Effective*  
*FERC Docket: RP09-815-000*

**First Revised Sheet No. 39A** First Revised Sheet No. 39A  
Superseding: Original Sheet No. 39A

Sheet Reserved for Future Use

*Effective Date: 08/01/2009 Status: Effective*

*FERC Docket: RP09-815-000*

**First Revised Sheet No. 39B** First Revised Sheet No. 39B

Superseding: Original Sheet No. 39B

Sheet Reserved for Future Use

Effective Date: 10/01/2003 Status: Suspended  
FERC Docket: RP03-335-000

**Second Revised Sheet No. 100** Second Revised Sheet No. 100 : Suspended  
Superseding: First Revised Sheet No. 100

GENERAL TERMS AND CONDITIONS  
Index to Provisions

Section No.	Provisions	Sheet No.
1	Definitions	101
2	Request for Transportation Service	104
3	Measurement	110
4	Gas Quality	115
5	Creditworthiness	117
6	Receipt and Delivery	117
7	Scheduling Requirements	119
8	Imbalances	127
9	Receipt and Delivery Pressure	131
10	Billing and Payment	132
11	Responsibility for Gas and Associated Liquids	133
12	Facilities	134
13	Force Majeure	134
14	Curtailement	135
15	Annual Charge Adjustment Provision	135
16	Right of First Refusal	135
17	Capacity Release	141
18	Assignment of Capacity to Customers of Downstream Pipelines	157
19	Construction of Delivery Laterals	161
20	Information and Communications Regarding Services	162
21	New Facilities Costs	163
22	Order of Discounting Surcharges	163
23	Periodic Reports	163
24	North American Energy Standards Board (NAESB) Standards	164

Effective Date: 09/01/2006 Status: Effective  
FERC Docket: RP06-454-000

**Fourth Revised Sheet No. 100** Fourth Revised Sheet No. 100 : Effective  
Superseding: Third Revised Sheet No. 100

GENERAL TERMS AND CONDITIONS  
Index to Provisions

Section No.	Provisions	Sheet No.
1	Definitions	101
2	Request for Transportation Service	104
3	Measurement	110
4	Gas Quality	115
5	Creditworthiness	117
6	Receipt and Delivery	117
7	Scheduling Requirements	119
8	Imbalances	127
9	Receipt and Delivery Pressure	131
10	Billing and Payment	132
11	Responsibility for Gas and Associated Liquids	133
12	Facilities	134
13	Force Majeure	134
14	Curtailement	135
15	[Reserved for Future Use]	135
16	Right of First Refusal	135
17	Capacity Release	141
18	Assignment of Capacity to Customers of Downstream Pipelines	157
19	Construction of Delivery Laterals	161
20	Information and Communications Regarding Services	162
21	New Facilities Costs	163
22	Order of Discounting Surcharges	163
23	Periodic Reports	163A
24	North American Energy Standards Board (NAESB) Standards	164
25	Non-Conforming Agreements	165

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**Second Revised Sheet No. 101** Second Revised Sheet No. 101  
Superseding: First Revised Sheet No. 101

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1 The term "Associated Liquids" shall mean condensate (without free water) produced in conjunction with the production of Gas to be transported in the System and liquefiable hydrocarbons contained in such Gas but not including oil.

1.2 The term "Authorized Overrun" shall mean nominations of a Shipper, in excess of contract MDV's, that UTOS is obligated to schedule and transport, to the extent of available capacity, under Section 7.8 of the General Terms and Conditions.

1.3 The term "Btu" shall mean one (1) British thermal unit, the amount of heat required to raise the temperature of one (1) pound of water one (1) degree Fahrenheit at sixty (60) degrees Fahrenheit. (Btu is measured on a dry basis at 14.73 psia.)

1.4 The term "Business Day" shall mean Monday through Friday, excluding Federal Banking holidays.

1.5 The term "Central Time" shall mean Central Clock Time, which includes the recognition of Daylight Savings Time.

1.6 The term "Currently Effective Contract Demand" shall mean the aggregate of the maximum daily volumes of Gas, expressed in Dth per Day, which UTOS is obligated to accept for transportation for the account of each firm shipper under UTOS' F.E.R.C. Gas Tariff, Original Volume No. 2, and Fifth Revised Volume No. 1.

1.7 The term "Daily Allocation" shall mean the process where the Allocation Party performs the allocation process following each Gas Day.

1.8 The term "Day" or "Gas Day" shall mean a period of 24 consecutive hours, ending at 9:00 a.m. Central Time.

1.9 The term "Designated Allocator" shall mean the production operator at the individual UTOS measurement point, or an alternate party designated by the production operator who will be responsible for providing UTOS with the required predetermined allocations at such UTOS measurement point.

1.10 The term "Dth" or "Dekatherm" shall mean 1,000,000 Btu.

1.11 The term "Elapsed Prorata Capacity" shall mean that portion of the capacity that would have theoretically been available for use prior to the effective time of the intraday recall based upon a cumulative uniform hourly use of the capacity.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**Second Revised Sheet No. 102** Second Revised Sheet No. 102  
Superseding: First Revised Sheet No. 102

GENERAL TERMS AND CONDITIONS  
(Continued)

1.12 The term "Equivalent Volumes" shall mean the sum of the volumes of Gas, expressed in Dth, received by UTOS for the account of shipper at the Points of Receipt identified in Exhibit A of the Transportation Agreement during any given period of time, (a) reduced by (i) Shipper's Share of compressor fuel and the Unaccounted For Gas determined by multiplying Shipper's nominated volume for that same period of time by the ratio of UTOS' total System compressor fuel and Unaccounted For Gas volume during the three consecutive calendar Months that immediately precede the calendar Month before such period of time to UTOS' total system received volume during the same three calendar Months (it being the intent that the ratio used best projects UTOS' actual compressor fuel and Unaccounted For Gas volume), and (ii) any Gas vented as provided for in Section 7.13 during the same period of time and (b) adjusted for any variations in Btu content, it being the intent of the parties that the volumes of Gas redelivered at the Point of Delivery set forth in Exhibit A of the Transportation Agreement be the thermal equivalent of the volumes of Gas delivered at the Points of Receipt of such Transportation Agreement for transportation, as adjusted in (a) above. In the event the ownership of Gas lost as a result of an event of force majeure can be reasonably identified, the volume thereof shall be charged to the owner or owners so identified. With respect to adjustment (a) (i) above, where the given period of time under consideration is greater than one calendar Month, each calendar Month shall be considered discretely such that the nomination for each calendar Month, or part thereof, shall be multiplied by the ratio derived pursuant to (a) (i) for each corresponding calendar Month.

1.13 The term "F.E.R.C." or "Commission" shall mean the Federal Energy Regulatory Commission or any Commission, agency or other federal governmental body succeeding substantially to the powers of such Commission.

1.14 The term "Gas" shall mean natural Gas, including casinghead Gas produced with crude oil, Gas from Gas wells and Gas from condensate wells.

1.15 The term "Heat Content" shall mean the number of Btu's produced by the complete combustion at constant pressure of the amount of anhydrous Gas which would occupy a volume of one cubic foot at a temperature of sixty (60) degrees Fahrenheit and an absolute pressure at 14.73 psia.

Effective Date: 08/01/2009 Status: Effective

FERC Docket: RP09-815-000

**Second Revised Sheet No. 103** Second Revised Sheet No. 103  
Superseding: First Revised Sheet No. 103

GENERAL TERMS AND CONDITIONS  
(Continued)

1.16 The term "Maximum Daily Quantity" shall mean the aggregate of the Maximum Daily Volumes of Gas, expressed in Dth per Day, which UTOS, subject to Rate Schedules FT and IT and the terms and provisions of the Transportation Agreement executed by UTOS and the Shipper, has agreed to accept for transportation for the account of Shipper from the Points of Receipt as set forth in Exhibit A of the Transportation Agreement.

1.17 The term "Maximum Daily Volumes" shall mean a Maximum Daily Volume (MDV) of Gas and Associated Liquids, expressed in Dth, stipulated by Shipper and UTOS from time to time for delivery at each Point of Receipt, the aggregate of all such stipulated MDVs at points of receipt not to exceed the MDQ.

1.18 The term "Mcf" shall mean one thousand (1,000) cubic feet of Gas; the term Mmcf shall mean one million (1,000,000) cubic feet of Gas. (Mcf is measured on a dry basis at 14.73 psia and 60 degrees Fahrenheit.)

1.19 The term "Month" shall mean the period beginning at 9:00 a.m. Central Time on the first Day of calendar Month and ending at the same hour on the first Day of the next succeeding calendar Month.

1.20 The term "Monthly Allocation" shall mean the process where the Allocation Party performs the allocation process at the end of the monthly flow period.

1.21 The term "NAESB WGQ" shall mean the Whole Gas Quadrant (WGQ) of the North American Energy Standards Board (NAESB), a consensus energy standards development group (The NAESB WGQ Internet Web site can be found at [www.naesb.org](http://www.naesb.org)).

1.22 The term "Nominating Agent" shall mean the party, other than the Shipper, who has been designated in writing by the Shipper to act as Shipper's Agent in providing nominations and nomination changes to the Transporter, and to be responsible for all other nomination related activities. Transporter will assume that the designated Nominating Agent will remain the same from Month to Month, until otherwise changed or revoked in writing by the Shipper.

1.23 The term "Nomination Period" shall mean that period of time that the Shipper includes in a nomination for Gas service. All nominations must include begin and end dates which shall not exceed the term of the Shipper's contract, and shall not be less than one Day.

*Effective Date: 08/01/2009 Status: Effective*  
*FERC Docket: RP09-815-000*

**Third Revised Sheet No. 104** Third Revised Sheet No. 104  
Superseding: Second Revised Sheet No. 104

GENERAL TERMS AND CONDITIONS  
(Continued)

1.24 The term "Operator" shall mean the entity selected by UTOS and which has entered into a service agreement with UTOS to operate the UTOS System.

1.25 The term "Predetermined Allocation (PDA)" shall mean the method determined by the Designated Allocator and provided to UTOS in accordance with Sections 7.6 and 7.7 of the General Terms and Conditions to be used by UTOS in allocating the actual Gas volumes delivered for the Shippers' accounts from the individual UTOS measurement points to the respective UTOS Receipt Points.

1.26 The term "Pro Rata Share" shall mean the ratio that the volume of Gas delivered to UTOS by or for the account of Shipper bears to the total volume of Gas delivered to UTOS by all Shippers for transportation in the System during any given period of time.

1.27 The term "Scheduled Volume" or "Scheduled Nomination" shall mean a volume that has been nominated by Shipper and confirmed by UTOS in accordance with Sections 7.2, 7.3 and 7.4 of the General Terms and Conditions hereof.

1.28 The term "Spot Market Price" shall mean the cost of Gas as reported in the Natural Gas Week, Gas Price Report, Texas Gulf Coast, Offshore.

1.29 The term "System" shall mean the pipeline and related facilities at the time owned by UTOS.

1.30 The term "Unaccounted For Gas" shall mean the difference between the sum of all input volumes of Gas to the System and the sum of all output volumes of Gas from the System, which difference shall include but shall not be limited to compressor fuel, Gas vented (other than Gas vented pursuant to Section 7.13) and Gas used and accounted for in pipeline operations, and Gas lost as a result of an event of force majeure, the ownership of which cannot be reasonably identified, adjusted to such degree as is practicable for variations in Gas volumes due to the transportation of Associated Liquids during any given period of time.

1.31 The term "Unauthorized Overrun" shall mean a delivery of Gas to any UTOS receipt point, by a UTOS Shipper, without a nomination for service at that receipt point, as authorized by UTOS in whole or in part under the scheduling provisions of Section 7 of the General Terms and Conditions.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**Original Sheet No. 104A** Original Sheet No. 104A

GENERAL TERMS AND CONDITIONS  
(Continued)

2. REQUESTS FOR TRANSPORTATION SERVICE

2.1 Requests. To seek to qualify for Transportation Service pursuant to Rate Schedules FT or IT, a potential Shipper shall submit a request for such service in writing to UTOS on a Request Form supplied by UTOS, and as contained in Sheet Nos. 350-351 of this tariff. UTOS will time and date stamp each Request Form on the date UTOS receives the completed Request Form. UTOS shall evaluate and respond to such requests as soon as is reasonably possible, after receipt of such request. Such a Request shall be considered acceptable only if the information specified in subsections 2.2(a) through (j) below is provided in writing, but UTOS may waive all or a portion of such information in individual instances, when the information is already in possession of UTOS. Each request for service under Rate Schedule FT by or on behalf of each proposed Shipper, user or reseller of Gas shall be accompanied by refundable earnest money in the form of a certified or cashier's check payable to UTOS in the amount of the lesser of ten thousand dollars (\$10,000) or the maximum reservation charge which would be due for the first three Months for such requested service, which amount shall be applied, until fully used, against the first amounts due by Shipper to UTOS as a reservation charge; provided, however, that if an Agreement with Shipper is not executed such amount shall be refunded to Shipper. Requests for service shall be sent to:

Enbridge Offshore Pipelines (UTOS) LLC  
1100 Louisiana, Suite 3300  
Houston, Texas 77002

Attention: Asset Management - Regulated

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**First Revised Sheet No. 105** First Revised Sheet No. 105  
Superseding: Original Sheet No. 105

GENERAL TERMS AND CONDITIONS  
Continued)

2.2 Form of Requests for Transportation

(a) Valid Request -----

Each request, to be considered as an acceptable and valid request, must furnish the portion of the information set forth below that is designated "Required Information" on the Request Form, and the remainder of the information on such form shall be furnished at the same time or soon thereafter. The Request Form "Enbridge Offshore Pipelines (UTOS) LLC's Transportation Service Request Form" is set forth on Sheet Nos. 350 through 354 and may be changed from time to time and reissued by UTOS.

(b) Requester's Identification (required if Requester is different than Shipper)  
-----

i. Name, address, representative and telephone number of party requesting service.

ii. The affiliation, if any, of the party requesting service with UTOS or with any of the members in UTOS, and the extent of the affiliation, if any.

(c) Shipper's Identification -----

(Note: The "Shipper" is the party which proposes to execute the Transportation Agreement).

i. Name, address, representative and telephone number(s) of Shipper(s).

ii. The nature of the Shipper(s) (i.e., an interstate pipeline, intrastate pipeline, local distribution company, end-user, producer or marketer).

iii. The state in which Shipper is organized or incorporated.

iv. The affiliation, if any, of the Shipper(s) with UTOS or with any of the members in UTOS, and the extent of the affiliation, if any.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**First Revised Sheet No. 106** First Revised Sheet No. 106  
Superseding: Original Sheet No. 106

GENERAL TERMS AND CONDITIONS  
(Continued)

(d) Type of service(s) requested  
-----

Specify whether desired service is under Rate Schedule  
FT or Rate Schedule IT.

(e) Quantity (stated in Dths)  
-----

i. Maximum Daily Quantity to be transported

ii. Maximum Daily Volume (MDV), expressed in Dth,  
to be transported by Point of Receipt. The  
sum of the MDV's must equal the MDQ.

iii. For Transportation Service under Rate  
Schedule FT, the Maximum Daily Quantity at  
each Point of Delivery. (It is recognized  
that limitations of quantities received at  
individual Point(s) of Receipt may need to be  
imposed by UTOS, in light of capacity  
limitations of Point(s) of Receipt and/or  
pipeline facilities connected thereto.)

iv. Amount of Associated Liquids, if any, at each  
Point of Receipt. (State in barrels per 1000  
Dth) v. Total Quantity of Gas requested to be  
transported over the life of the  
transportation agreement, defined as the MDQ  
times the number of Days of the requested  
initial term.

v. Total Quantity of Gas requested to be  
transported over the life of the  
transportation agreement, defined as the MDQ  
times the number of Days of the requested  
initial term.

(f) Point(s) of Receipt  
-----

Location of Point(s) of Receipt, identified by  
Production Platform at each Point of Receipt  
described.

(g) Point(s) of Delivery  
-----

Location of Point(s) of Delivery and the name of  
the party which will receive the Gas from UTOS at  
each Point of Delivery described.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**Second Revised Sheet No. 107** Second Revised Sheet No. 107  
Superseding: Substitute First Revised Sheet No. 107

GENERAL TERMS AND CONDITIONS  
(Continued)

(h) Certified Statement  
-----

A certified statement that the Shipper has, or will have, by the time of execution of an Agreement with UTOS, title to the Gas or right to deliver the Gas which is to be Transported and owns facilities or contractual rights which will cause such Gas to be delivered to and received from UTOS.

(i) Term of Service  
-----

- i. Date service is requested to commence.
- ii. Date service is requested to terminate.

(j) Source/Use of Gas  
-----

- i. Whether the supplier of the Gas to be transported is affiliated with UTOS or with any of the members in UTOS and, if so, the extent of such affiliation (if known).
- ii. The producing area by block and by point of measurement which is the source of the Gas requested to be transported.
- iii. The state where the ultimate end user of the Gas will use such Gas.

(k) Credit Evaluation  
-----

- i. Shipper must comply with the Creditworthiness Standards specified in Section 5 of the General Terms and Conditions of this Tariff and provide the following information.
  - 1. Shipper's Bank References.
  - 2. Shipper should submit year end audited financial statements of Shipper together with the latest quarterly report.
  - 3. Shipper's Affiliates, including parent, subsidiaries of parent and of such subsidiaries of Shipper.
- ii. In the event proceedings have been commenced by or against such Shipper for any relief under any bankruptcy or insolvency law, or any law relating to the relief of debtors, readjustment composition or extension; or in the event a decree or order of a court having jurisdiction in the premises for the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of such Shipper, or of a substantial part of its property, or for the winding up or liquidation of its affairs, shall have been entered, or any substantial part of the property of such shipper shall be sequestered or attached and shall not be returned to the possession of such Shipper or released from such attachment within thirty (30) Days thereafter; or in the event such



Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**Second Revised Sheet No. 108** Second Revised Sheet No. 108  
Superseding: Substitute First Revised Sheet No. 108

GENERAL TERMS AND CONDITIONS  
(Continued)

Shipper shall make a general assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due, Shipper shall be required to fully disclose any and all actions regarding the above described proceedings against Shipper or related parties as defined in (k)(i)(3) above, in its request for service.

(l) Sale by Affiliated Marketer  
-----

If the Shipper(s) is affiliated with UTOS or any of the members in UTOS, and will be marketing the Gas to be transported, a statement whether and by how much the cost of the Gas to the Shipper(s) exceeds the price to be received for the sale of the Gas by the Shipper(s), after deducting associated costs, including those incurred for transportation (i.e., whether and by how much the Gas will be sold at a loss).

2.3 Subsequent Information

If any of the events or actions described in 2.2(k)(ii) above, shall be initiated or imposed during the term of service hereunder, Shipper shall provide notification thereof to UTOS within two (2) Business Days of any such initiated or imposed event or action. Shipper shall also provide, forthwith, such additional Shipper credit information as may be reasonably required by UTOS, at any time during the term of service hereunder, to determine Shipper's creditworthiness. Also refer to Section 5 of these General Terms and Conditions.

2.4 Request Validity

Shipper's Request for Transportation Service shall be considered null and void if UTOS has tendered an Agreement for execution to Shipper and Shipper fails to execute the Agreement within thirty (30) Days thereafter. In determining whether it is feasible to execute an Agreement, in light of available capacity, relative to service under Rate Schedule FT, after provision for existing requirements on its System, operating constraints and pending requests for service, UTOS will not tender an agreement which relates to requests for firm service for which it does not have sufficient available capacity, relative to service under Rate Schedule FT, or service which Shipper does not desire to or cannot begin within fifteen (15) Days after the execution of the Agreement, or such other period as the parties may agree to in writing.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**First Revised Sheet No. 109** First Revised Sheet No. 109  
Superseding: Original Sheet No. 109

GENERAL TERMS AND CONDITIONS  
(Continued)

## 2.5 Shipper's Performance

If a Shipper that has executed an Agreement for interruptible transportation service fails, on the later of the date service is to commence or 30 Days after the Shipper executes the Agreement or the completion of construction of any necessary facilities or the issuance of any necessary governmental authorization, to nominate, pursuant to Section 7.1 of these General Terms and Conditions, a quantity of Gas for transportation, or fails, having nominated a quantity of Gas and UTOS having scheduled the quantity for transportation, pursuant to Section 7.8 of these General Terms and Conditions, to tender such Gas for transportation on the date it is scheduled, UTOS may terminate Shipper's Agreement and the Shipper's request for service shall be deemed null and void; provided, however, that the Shipper's Agreement shall not be terminated nor shall the Shipper's request for service be deemed null and void if the Shipper's failure to nominate or tender is caused by an event of force majeure on UTOS' System, as defined in Section 13 of these General Terms and Conditions.

## 2.6 Complaints

In the event that a Shipper or potential Shipper has a complaint relative to service under this Fifth Revised Volume No. 1, the Shipper shall:

(a) Provide a written description of the complaint, including the identification of the transportation request, and send it to:

Enbridge Offshore Pipelines (UTOS) LLC  
1100 Louisiana, Suite 3300  
Houston, Texas 77002

Attention: General Council

(b) UTOS will respond to any such complaint verbally within 48 hours after receipt of the complaint. In the initial response, UTOS will acknowledge receipt of the complaint and request any additional information that is needed to process the complaint. Within thirty Days from the Day of receipt of a written complaint, UTOS will respond to the complaint in writing advising Shipper of the disposition of the complaint.

*Effective Date: 08/01/2009 Status: Effective*  
*FERC Docket: RP09-815-000*

**First Revised Sheet No. 110** First Revised Sheet No. 110  
Superseding: Original Sheet No. 110

GENERAL TERMS AND CONDITIONS  
(Continued)

## 2.7 Information

Any person may request information on the pricing or other terms of transportation service and/or capacity availability by contacting UTOS at the following:

Enbridge Offshore Pipelines (UTOS) LLC  
1100 Louisiana, Suite 3300  
Houston, Texas 77002

Attention: Asset Management - Regulated

Such information may also be available to parties having authorized access to UTOS' Interactive Internet Website, as further described in Section 20 of these General Terms and Conditions.

## 3. MEASUREMENT

3.1 Unit of Measurement and Metering Base. The volumetric measurement base shall be 1 cubic foot of Gas at a pressure base of 14.73 pounds per square inch absolute, a temperature base of 60 degrees Fahrenheit (on a dry basis).

3.2 The unit of Gas received and delivered by Transporter shall be 1 Dth. The number of Dth shall be determined by multiplying the number of standard cubic feet of Gas measured on the measurement basis described in this section, by the total Heating Value of such Gas in Btu per standard cubic foot as defined in Section 4.1 below, and by dividing the product by 1 million (1,000,000). For reporting purposes, Btu conversion factors should be reported to not less than 3 decimal places and Pressure Base conversion factors should be reported to not less than 6 decimal places. For calculation purposes, not less than 6 decimal places should be used for both conversion factors.

3.3 Atmospheric Pressure. The average absolute atmospheric (barometric) pressure shall be assumed to be 14.73 pounds per square inch, irrespective of actual elevation or location of the points of measurement above sea level or variations in actual barometric pressure from time to time.

*Effective Date: 08/01/2009 Status: Effective*  
*FERC Docket: RP09-815-000*

**First Revised Sheet No. 111** First Revised Sheet No. 111  
Superseding: Original Sheet No. 111

GENERAL TERMS AND CONDITIONS  
(Continued)

3.4 Temperature. The temperature of the Gas shall be determined at each point of measurement by means of a properly installed recording thermometer or temperature transmitter of standard manufacture acceptable to both parties.

3.5 Specific Gravity. The specific gravity of the Gas shall be determined at each point of measurement by continuous sampler or other methods mutually agreeable to both parties.

3.6 Supercompressibility. The supercompressibility of the Gas (deviation from the laws for ideal gases) shall be determined by one of the following methods:

(a) By use of Burnett type apparatus. Such determination to be made within 30 Days of commencement of service under Rate Schedules FT and IT and annually thereafter.

(b) Or, if agreeable to Shipper, by use of the tables or formulae published by the American Gas Association in conjunction with the Gas Measurement Committee Report referred to in Section 3.6. Determinations of the molecular percentage of nitrogen and carbon dioxide in the Gas will be made within 30 Days of commencement of deliveries under Rate Schedules FT and IT and at least quarterly thereafter. The molecular percentage of nitrogen and carbon dioxide thus determined will be used to determine the supercompressibility factors during the ensuing period, with corrections for specific gravity, temperature and pressure.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**First Revised Sheet No. 112** First Revised Sheet No. 112  
Superseding: Original Sheet No. 112

GENERAL TERMS AND CONDITIONS  
(Continued)

3.7 Measuring Equipment. Unless otherwise agreed upon, Shipper will cause to be provided, maintained, and operated necessary offshore platforms and measuring and regulating stations equipped with flow meters, continuous Gas samplers and other necessary measuring equipment by which its volumes of Gas delivered to UTOS hereunder shall be determined. Unless otherwise agreed upon, UTOS shall cause to be installed, operated and maintained at its expense a measuring and regulating station or stations equipped with flow meters, Gas analyzer and other necessary measuring equipment for the measurement of Gas redelivered to or for the account of Shipper; such measuring and regulating stations shall be so installed at the northern terminus of the System or one shall be installed at the mutually agreeable points onshore in the vicinity of Johnson's Bayou, Louisiana to provide measurement on a compatible basis. All flow, measuring, testing, and related equipment shall be of standard manufacture and type approved by UTOS, and the size, type, and specifications of such equipment shall also be approved by UTOS before same is fabricated and installed. In the event Shipper fails to comply with UTOS' measurement standards for installation and or operation and maintenance of such facilities, as described in Sections 3.6, 3.7 and 6.1, UTOS reserves its right to suspend service for non compliance at any time during the term of the agreement, to preserve the control, operation and accurate Gas measurement on its system. Either of the Parties may install check measuring equipment, provided that such equipment shall be so installed as not to interfere with the operation of the other. Shipper and UTOS, in the presence of each other, shall have access to all measuring equipment at all reasonable times, but the reading, calibrating, and adjusting thereof shall be done by the owner, unless otherwise agreed upon. Shipper and UTOS shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with all measuring equipment. The records from such measuring equipment shall remain the property of their owner, but upon request, either Party will cause to be submitted to the other records together with calculations therefrom, for inspection, subject to return within 30 Days after receipt thereof. Reasonable care shall be exercised in the installation, maintenance, and operation of measuring equipment so as to avoid any inaccuracy in the determination of the volume of Gas received and delivered.

(a) Turbine Meters. Turbine meters, shall be installed, and Gas volumes computed, in accordance with Transmission Measurement Committee Report No. 7 of the American Gas Association, latest edition. Calibration of turbine meters shall be at or near normal operating pressure, against standards adopted by UTOS. The measured volumes of Gas shall be adjusted to reflect the deviation of Gas Volumes from the Ideal Gas Law.

GENERAL TERMS AND CONDITIONS  
(Continued)

The average pressure, temperature, specific gravity, and carbon dioxide and nitrogen content for the period under consideration shall be determined so as to calculate a factor for volumetric adjustment known as the supercompressibility factor, and its application to volume calculations to effect volumetric adjustment, shall be in accordance with Transmission Measurement Committee Reports No. 7, Turbine Metering, or such subsequent industry standard that may be developed and adopted by UTOS.

- (b) Orifice Meters. Orifice meters, if used, shall be installed, and Gas volumes computed, in accordance with American Gas Association Report No. 3, latest edition.
  - (c) Electronic Flow Computers. It is recognized that electronic flow computers will be utilized for the direct computation of Gas flows without the use of charts.
  - (d) Densitometers. If a densitometer is used, the density of the Gas shall be determined to the nearest .001 of a pound. Calibration shall be done as directed by UTOS.
  - (e) New Measurement Techniques. If at any time during the term hereof, a new method or technique is developed with respect to Gas measurement or the determination of the factors used in such Gas measurement, such new method or technique may be substituted upon mutual agreement thereto by the Parties.
- 3.8 Location of Check Measuring Equipment. Shipper will cause to be provided, free of expense to UTOS, the necessary space on offshore platforms for the installation of check measuring or electronic equipment and such other equipment, as may be necessary, for the proper control and operation of the System. Shipper will also grant to UTOS, or cause to be granted, the right of access to said platforms. UTOS will indemnify Shipper and hold it harmless from any claims, suits, or other actions of any kind resulting from any negligent or unauthorized use or access granted relative to the said platforms.
- 3.9 Calibration and Test of Meters. The accuracy of all measuring equipment shall be verified by the owner thereof at reasonable intervals, and if requested, in the presence of representatives of the other Party hereunder, but neither Shipper nor UTOS shall be required to verify the accuracy of such equipment more frequently than once in any 30-day period. If either Party at any time desires a special test of any measuring equipment, it will promptly notify the other, and the Parties shall then cooperate to secure a prompt verification of the accuracy of such equipment. Transportation and related expenses incurred by Shipper or UTOS involved in the testing of meters at offshore locations shall be borne by the Party incurring such expenses.

**First Revised Sheet No. 114** First Revised Sheet No. 114  
Superseding: Original Sheet No. 114

GENERAL TERMS AND CONDITIONS  
(Continued)

3.10 Correction of Metering Errors. If, upon any test, any measuring equipment is found to be in error, such errors shall be taken into account in a practical manner in computing the deliveries. If the resultant aggregate error in the computed receipts or deliveries is not more than 2 percent, then previous receipts or deliveries shall be considered accurate. All equipment shall, in any case, be adjusted at the time of test to record correctly. If, however, the resultant aggregate error in computed receipts or deliveries exceeds 2 percent at a recording corresponding to the average hourly rate of Gas flow for the period since the last preceding test, the previous recordings of such equipment shall be corrected to zero error for any period which is known definitely or agreed upon, but in no event shall such period be greater than 12 Months. In case the period is not known definitely or agreed upon, such correction shall be for a period extending over one-half of the time elapsed since the date of the last test, not exceeding a correction period of 16 Days.

3.11 Failure of Measuring Equipment. In the event any measuring equipment is out of service, or is found registering inaccurately and the error is not determinable by test, or by previous recordings, receipts or deliveries through such equipment shall be estimated:

(a) By using the registration of any check meter or meters, if installed and accurately registering, or in the absence of (a);

(b) By correcting the error if the percentage of error is ascertainable by calibration, special test, or mathematical calculation, or in the absence of both (a) and (b) then;

(c) By estimating the quantity of receipt or delivery based on receipts or deliveries during preceding periods under similar conditions when the measuring equipment was registering accurately.

Provided, however, that estimates of receipts or deliveries determined in accordance with Section 3.10 herein, shall in no event cover a period of time greater than 6 Months from the date such failure of measuring equipment under this section is known definitely or agreed upon.

3.12 Measurement Corrections. The cutoff for the closing of measurement is five (5) Business Days after the business Month. If an error is discovered in the measured quantities, claim therefor shall be made within six (6) Months of the production Month in which the claimed error occurred. The time for dispute or resolution of the claim shall be three (3) Months from the date the claim is made. If there is an agreement as to the amount of an error, any adjustment shall be made within thirty (30) Days of the determination thereof. Such time limits shall not apply in the case of deliberate omission or misrepresentation, or mutual mistake of fact.

*Effective Date: 08/01/2009 Status: Effective*  
*FERC Docket: RP09-815-000*

**First Revised Sheet No. 115** First Revised Sheet No. 115  
Superseding: Original Sheet No. 115

GENERAL TERMS AND CONDITIONS  
(Continued)

3.13 Preservation of Records. Shipper and UTOS shall preserve for a period of at least three years, or for such other period as may be permitted by public authority, all test data, charts, and other similar records, but not less than 24 Months.

4. GAS QUALITY

4.1 Treatment of Gas. Unless otherwise agreed, the Gas delivered at the Points of Receipt and the Point of Delivery hereunder shall be Gas which has not been processed for the removal of liquefiable hydrocarbons; provided, however, that UTOS may subject or permit the subjection of said Gas to compression, cooling, cleaning, or other processes to such an extent as may be required in UTOS' sole opinion for its transmission from the Points of Receipt to the Point of Delivery.

Nothing contained herein shall be construed so as to prevent the use of conventional separation equipment, including low temperature wellhead separation units, prior to the delivery of Gas to UTOS hereunder.

Nothing contained herein shall be construed as giving UTOS the right to extract liquefiable hydrocarbons, except those hydrocarbons which are necessarily removed in any cleaning process required in the transmission of the Gas in its pipeline System.

Heating Value. The Heat Content of the Gas delivered at the Points of Receipt and the Point of Delivery set forth in the Transportation Agreement shall not be less than 967 Btu per cubic foot when determined on a dry basis. The Heat Content of the Gas delivered at the Point of Delivery, shall be determined at least monthly using continuous sampling at such point by use of continuous sampler or other methods mutually agreed upon by both parties. For the purposes of scheduling receipts and deliveries the Heat Content of the Gas so determined at each such point of determination shall be deemed to remain constant for such point until the next determination.

Freedom from Objectionable Matter. The Gas received and delivered:

(a) Shall be commercially free from dust or other solid or liquid matter which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters, and other equipment of UTOS;

*Effective Date: 08/01/2009 Status: Effective*

*FERC Docket: RP09-815-000*

**First Revised Sheet No. 116** First Revised Sheet No. 116  
Superseding: Original Sheet No. 116

GENERAL TERMS AND CONDITIONS

(Continued)

(b) Shall not contain more than one grain of hydrogen sulphide per 100 cubic feet of Gas, as determined by methods prescribed in Standards of Gas Service, Circular of the National Bureau of Standards, No. 405, page 134 (1934 Edition), and shall be considered free from hydrogen sulphide if a strip of white filter paper, moistened with a solution containing five (5) percent by weight of lead acetate, is not distinctly darker than a second paper freshly moistened with the same solution, after the first paper has been exposed to the Gas for 1 1/2 minutes in an apparatus of approved form, through which the Gas is flowing at the rate of approximately five cubic feet per hour, the Gas from the jet not impinging directly upon the test paper; or the hydrogen sulphide content may be determined by an instrument of approved type and by approved methods when mutually agreeable to the Parties;

(c) Shall not contain more than 20 grains of total sulphur (including the sulphur in any hydrogen sulphide and mercaptans) per 100 cubic feet;

(d) Shall not at any time have an oxygen content in excess of one percent by volume, and the Parties hereto shall make every reasonable effort to keep the Gas free of oxygen;

(e) Shall not contain more than seven (7) pounds of water per million cubic feet of Gas delivered;

(f) Shall not contain more than three (3) percent by volume of carbon dioxide; provided, however, that Shipper will in any event inject corrosion inhibitor in accordance with standards established by UTOS;

(g) Shall be delivered at a temperature not in excess of 120 degrees Fahrenheit or less than 65 degrees Fahrenheit;

(h) Shall not contain more than three (3) percent by volume of nitrogen.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**Second Revised Sheet No. 117** Second Revised Sheet No. 117  
Superseding: Substitute First Revised Sheet No. 117

GENERAL TERMS AND CONDITIONS  
(Continued)

4.4 Failure to Meet Receipt Specifications. Should any Gas tendered for delivery to UTOS hereunder fail at any time to conform to any of the specifications of this Article, UTOS shall notify Shipper of any such failure, and UTOS may at its option suspend all or a portion of the receipt of any such Gas, and UTOS shall be relieved of its obligations hereunder for the duration of such time as the Gas does not meet such specifications.

4.5 Failure to Meet Delivery Specifications. Should the Gas tendered for delivery by UTOS hereunder fail at any time to conform to any of the specifications of this Article, UTOS shall make a diligent effort to correct such failure by treatment not prohibited by these General Terms and Conditions and consistent with prudent operations and by means which are economically feasible in UTOS' opinion so as to deliver Gas conforming to the above specifications.

4.6 Commingling. It is recognized that Gas delivered by Shipper will be commingled with the Gas of others in the System. Accordingly, the Gas of Shipper shall be subject to such changes in Btu value as may result from such commingling. Equivalent volumes, as referenced in the Transportation Agreement will be redelivered for the account of Shipper.

5. CREDITWORTHINESS

UTOS shall not be required to perform or to continue to perform service under Rate Schedules FT and IT on behalf of any Shipper who is or has become insolvent, or who, at UTOS' request, fails within a reasonable period to demonstrate in UTOS' reasonable determination, the ability to pay all anticipated transportation charges when due for at least three (3) Months from the time of demonstration; provided, however, such Shipper may receive service under Rate Schedules FT and IT if Shipper prepays for such service or furnishes good and sufficient security as determined by UTOS in its reasonable discretion, in an amount equal to the cost of performing the service requested by Shipper for a three Month period, such cost to be determined by multiplying the Shipper's MDQ by the number of Days in such three Month period multiplied by the applicable rate per Dth, as set forth on Sheet No. 4 to UTOS' F.E.R.C Gas Tariff, Fifth Revised Volume No. 1. Also refer to Section 2.2(k) and 10.2 of these General Terms and Conditions.

*Effective Date: 08/01/2009 Status: Effective*  
*FERC Docket: RP09-815-000*

**First Revised Sheet No. 117A** First Revised Sheet No. 117A  
Superseding: Substitute Original Sheet No. 117A

(a) The Shipper should designate up to two representatives who are authorized to receive notices regarding the Shipper's creditworthiness, including requests for additional information, pursuant to the applicable NAESB WGQ standards and should provide to UTOS the Internet e-mail addresses of such representatives prior to the initiation of service. Written requests and responses should be provided via Internet E-mail, unless otherwise agreed to by the parties. The obligation of UTOS to provide creditworthiness notifications is waived until the above requirement has been met. Shipper shall manage internal distribution of any creditworthiness notices that are received.

UTOS shall designate, on its Internet website or in written notices to the Shipper, the Internet e-mail addresses of up to two representatives who are authorized to receive notices regarding Shipper's creditworthiness. Shipper's obligation to provide confirmation of receipt is met by sending such confirmation to such representatives, and UTOS shall manage internal distribution of any such confirmation.

(b) At any time after the Shipper is determined to be noncreditworthy by UTOS, the Shipper may initiate a creditworthiness re-evaluation. As part of the reevaluation request, the Shipper should either update or confirm in writing the prior information provided to UTOS related to the Shipper's creditworthiness. Such update should include any event(s) that the Shipper believes could lead to a material change in the Shipper's creditworthiness.

(c) After UTOS's receipt of Shipper's request for re-evaluation, including all required information pursuant to NAESB WGQ Standard 0.3.8 ("SR's Request"), within five (5) Business Days, UTOS should provide a written response to the Shipper's Request. Such written response should include either a determination of creditworthiness status, clearly stating the reason(s) for UTOS's decision, or an explanation supporting a future date by which a re-evaluation determination will be made. In no event should such re-evaluation determination exceed twenty (20) Business Days from the date of the receipt of the Shipper's Request unless specified in UTOS's tariff or if the parties mutually agree to some later date.

*Effective Date: 08/01/2009 Status: Effective*  
*FERC Docket: RP09-815-001*

**First Revised Sheet No. 117B** First Revised Sheet No. 117B  
Superseding: Original Sheet No. 117B

6. RECEIPT AND DELIVERY

6.1 Points of Receipt. The Points of Receipt hereunder shall be the points of connection between the facilities of UTOS and the facilities of Shippers or others at the points on the System where Shippers deliver, or cause to be delivered, Gas to UTOS for transportation service. UTOS will make all Points of Receipt available to all Shippers, either as Primary Points of Receipt or as Secondary Points of Receipt, as defined in subsections 6.2 and 6.3 of this Section 6.

6.2 Primary Points of Receipt. Primary Points of Receipt are those points set forth on Exhibit A of the Transportation Agreement for which an MDV is stated.

6.3 Secondary Points of Receipt. Secondary Points of Receipt are all Points of Receipt on UTOS' System other than Primary Points of Receipt, as defined in subsection 6.2 of this Section 6.

Effective Date: 09/01/2005 Status: Effective

FERC Docket: RP05-445-000

**Original Sheet No. 117C** Original Sheet No. 117C : Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

6. RECEIPT AND DELIVERY

- 6.1 Points of Receipt. The Points of Receipt hereunder shall be the points of connection between the facilities of UTOS and the facilities of Shippers or others at the points on the System where Shippers deliver, or cause to be delivered, Gas to UTOS for transportation service. UTOS will make all Points of Receipt available to all Shippers, either as Primary Points of Receipt or as Secondary Points of Receipt, as defined in subsections 6.2 and 6.3 of this Section 6.
- 6.2 Primary Points of Receipt. Primary Points of Receipt are those points set forth on Exhibit A of the Transportation Agreement for which an MDV is stated.
- 6.3 Secondary Points of Receipt. Secondary Points of Receipt are all Points of Receipt on UTOS' System other than Primary Points of Receipt, as defined in subsection 6.2 of this Section 6.

*Effective Date: 08/01/2009 Status: Effective*  
*FERC Docket: RP09-815-000*

**First Revised Sheet No. 118** First Revised Sheet No. 118  
Superseding: Original Sheet No. 118

GENERAL TERMS AND CONDITIONS  
(Continued)

6.4 Changes in Primary Points of Receipt or in MDV. An FT or IT Shipper shall from time to time notify UTOS in writing of its desire for an additional Primary Point of Receipt or for a change in the MDV at an existing Primary Point of Receipt and shall furnish in this connection such deliverability, quality and other relevant information as requested by UTOS. Such request for change shall be subject to the capacity provisions described in Section 3 of the Preliminary Statement and UTOS shall have fifteen (15) Days from receipt of Shipper's written request to evaluate the change with respect to capacity availability. To the extent capacity is available at the desired receipt point, such capacity shall be available within one (1) Business Day after the fifteen (15) Day evaluation period. Exhibit A of the Transportation Agreement shall be amended and executed by the parties to reflect the authorized change; provided, however, that the requested changes or additions in the MDV at such Points of Receipt shall not result in the sum of the MDV at each Point of Receipt in Exhibit A to exceed the MDQ of such Shipper.

6.5 Receipt Point Priority. The priority for use of Primary Points of Receipt and Secondary Points of Receipt is set forth in subsection 7.9 of Section 7, Scheduling Requirements.

6.6 New Physical Interconnections. Where a Shipper requesting changes for a new physical interconnection, rather than an existing interconnection, utilizes the last remaining subsea tap and side valve assembly at that UTOS location, an identical side valve assembly will be left at the Shipper's expense for future installation. The establishment of such additional side valve assembly shall be at the expense of Shipper and Shipper shall reimburse UTOS for any installation expense incurred, but all facilities so installed for UTOS shall be under the exclusive control of UTOS. Metering and other facilities up-stream of the subsea tap and side valve assembly shall be the responsibility of Shipper.

6.7 Points of Delivery. The Points of Delivery hereunder shall be points of connection between UTOS and downstream pipeline or other facilities. UTOS shall make these Points of Delivery available to any Shipper, to the extent Shipper has made prior arrangements with the downstream pipeline or other facility interconnected with UTOS, and UTOS receives a confirmation from the downstream pipeline or other facility of its acceptance of Shipper's Gas for delivery.

*Effective Date: 08/01/2009 Status: Effective*  
*FERC Docket: RP09-815-000*

**First Revised Sheet No. 119** First Revised Sheet No. 119  
Superseding: Original Sheet No. 119

GENERAL TERMS AND CONDITIONS  
(Continued)

7. SCHEDULING REQUIREMENTS

7.1 Nominating Agent. Shipper may designate a Nominating Agent, to manage nominations relative to transportation service on Shipper's behalf. Shipper shall provide UTOS with written notification, communicated by mail or facsimile, specifying the name, address, telephone number, and facsimile number of the Nominating Agent. Nominating Agent who has been designated to nominate and schedule transportation service for more than one Shipper may provide aggregate nomination(s) for multiple Shippers. UTOS is authorized to rely on nominations and scheduling information provided by Shipper's Nominating Agent. By designating Nominating Agent, Shipper agrees to indemnify and hold UTOS harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising in any way from the actions of Shipper's Nominating Agent on behalf of Shipper, the failure of Shipper's Nominating Agent to act on behalf of Shipper, or the reliance of UTOS upon the information provided to UTOS by Shipper's Nominating Agent.

7.2 Nominations. All nominations shall include begin and end dates. Shippers may nominate several Days, Months, or years, provided that the nomination's begin and end dates are within the term of the Shipper's contract and are not less than one Day. All nominations, excluding intraday nominations, may be rolled over. All nominations, including intraday nominations, shall be based on a daily quantity. All nominations, including intraday nominations, that are not made through UTOS' Interactive Internet Website, shall be made using UTOS' Nomination Request Form set forth on Sheet No. 324, which form may be changed by UTOS from time to time through an appropriate filing with the Commission. If the nomination, or intraday nomination, is made through UTOS' Interactive Internet Website, that nomination shall include all Commission-approved data elements specified by UTOS on its Interactive Internet Website. Nominations relative to imbalance correction quantities and any overrun quantities shall be identified by transaction type and nominated separately. To the extent Shipper desires to change its nomination for any Day(s) within the nomination period, Shipper must submit a new nomination for such Day(s). When a nomination for a date range is received, each Day within that range is considered an original nomination. When a subsequent nomination is received for one or more Days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the Days specified. The Days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only.

*Effective Date: 08/01/2009 Status: Effective*  
*FERC Docket: RP09-815-000*

**Fourth Revised Sheet No. 120** Fourth Revised Sheet No. 120  
Superseding: Third Revised Sheet No. 120

GENERAL TERMS AND CONDITIONS  
(Continued)

Unless otherwise agreed to, a Shipper's nomination shall be provided through UTOS' Interactive Internet Website and must be submitted in accordance with the standard nomination timelines set forth below. For the purpose of Sections 7.2 through 7.4, "provide" shall mean, for transmittals pursuant to NAESB Standards Version 1.7, receipt at the designated site, and for purposes of other forms of Transmittal, it shall mean send or post.

(A) The standard nomination timelines are as follows:

(1) The Timely Nomination Cycle: 11:30 a.m. for nominations leaving control of the nominating party; 11:45 a.m. for receipt of nominations by Transporter (including from Title Transfer Tracking Service Providers (TTTSPs)); noon to send Quick Response; 3:30 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 4:30 p.m. for receipt of scheduled quantities by Shipper and point operator (Central Clock Time on the Day prior to flow).

(2) The Evening Nomination Cycle: 6:00 p.m. for nominations leaving control of the nominating party; 6:15 p.m. for receipt of nominations by Transporter (including from TTTSPs); 6:30 p.m. to send Quick Response; 9:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 10:00 p.m. for Transporter to provide scheduled quantities to affected Shippers and point operators, and to provide scheduled quantities to bumped parties, (Central Clock Time on the Day prior to flow).

*Effective Date: 08/01/2009 Status: Effective*  
*FERC Docket: RP09-815-000*

**Fourth Revised Sheet No. 121** Fourth Revised Sheet No. 121  
Superseding: Substitute Third Revised Sheet No. 121

GENERAL TERMS AND CONDITIONS  
(Continued)

Scheduled quantities resulting from an Evening Nomination that does not cause another service requester to receive notice that it is being bumped shall be effective at 9:00 a.m. on the Gas Day; and when an Evening Nomination causes another service requester to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 a.m. on the Gas Day.

(3) The Intraday 1 Nomination Cycle: 10:00 a.m. for nominations leaving control of the nominating party; 10:15 a.m. for receipt of nominations by Transporter (including from TTTSPs); 10:30 a.m. to send Quick Response; 1:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 2:00 p.m. for Transporter to provide scheduled quantities to affected Shippers and point operators, and to provide scheduled quantities to bumped parties, (Central Clock Time on the Gas Day). Scheduled quantities resulting from Intraday 1 Nomination shall be effective at 5:00 p.m. on the Gas Day.

(4) The Intraday 2 Nomination Cycle: 5:00 p.m. for nominations leaving control of the nominating party; 5:15 p.m. for receipt of nominations by Transporter (including from TTTSPs); 5:30 p.m. to send Quick Response; 8:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 9:00 p.m. for Transporter to provide scheduled quantities to affected Shippers and point operators (Central Clock Time on the Gas Day). Scheduled quantities resulting from Intraday 2 Nomination shall be effective at 9:00 p.m. on the Gas Day. Bumping is not allowed during the Intraday 2 Nomination Cycle.

(5) For the purposes of 1.3.2 ii, iii, and iv, as defined in Section 7.2(A) (2), (3) and (4) of this tariff, "provide" shall mean, for transmittals pursuant to standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

*Effective Date: 08/01/2009 Status: Effective*  
*FERC Docket: RP09-815-000*

**Third Revised Sheet No. 122** Third Revised Sheet No. 122  
Superseding: Second Revised Sheet No. 122

GENERAL TERMS AND CONDITIONS  
(Continued)

(B) For all released capacity subject to recall rights, the following recall notification periods shall apply:

(1) Timely Recall Notification

(i) Releasing Shipper recalling capacity shall provide notice of such recall to Transporter and the first Replacement Shipper no later than 8:00 a.m. on the Day that Timely nominations are due;

(ii) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. on the Day that Timely nominations are due (Central Clock Time);

(2) Early Evening Recall Notification:

(i) Releasing Shipper recalling capacity shall provide notice of such recall to Transporter and the first Replacement Shipper no later than 3:00 p.m. on the Day that Evening nominations are due;

(ii) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. on the Day that Evening nominations are due (Central Clock Time);

(3) Evening Recall Notification:

(i) Releasing Shipper recalling capacity shall provide notice of such recall to Transporter and the first Replacement Shipper no later than 5:00 p.m. on the Day that Evening nominations are due;

(2) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. on the Day that Evening nominations are due (Central Clock Time);

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**Fourth Revised Sheet No. 122A** Fourth Revised Sheet No. 122A  
Superseding: Substitute Third Revised Sheet No. 122A

GENERAL TERMS AND CONDITIONS  
(Continued)

(4) Intraday 1 Recall Notification;

(i) Releasing Shipper recalling capacity shall provide notice of such recall to Transporter and the first Replacement Shipper no later than 7:00 a.m. on the Day that Intraday 1 nominations are due;

(ii) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the Day that Intraday 1 nominations are due (Central Clock Time);

(5) Intraday 2 Recall Notification;

(i) Releasing Shipper recalling capacity shall provide notice of such recall to Transporter and the first Replacement Shipper no later than 2:30 p.m. on the Day that Intraday 2 nominations are due;

(ii) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 3:30 p.m. on the Day that Intraday 2 nominations are due (Central Clock Time);

For recall notification provided to Transporter prior to the recall notification deadline specified in NAESB WGQ Standard No. 5.3.44 and received between 7:00 a.m. and 5:00 p.m., Transporter shall provide notification to all affected Replacement Shipper(s) no later than one hour after receipt of such recall notification. For recall notification provided to Transporter after 5:00 p.m. and prior to 7:00 a.m., Transporter shall provide notification to all affected Replacement Shippers no later than 8:00 a.m. after receipt of such recall notification (Central Clock Time).

(C) For the recall notification provided to Transporter, the quantity shall conform to Transporter's capacity recall notification specification. Transporter requires that the quantity must be expressed in terms of adjusted total released capacity entitlements based upon the Elapsed Prorata Capacity. When capacity is recalled, it may not be reput for the same Gas Day. The deadline for notifying Transporter of a reput is 8:00 a.m. to allow for timely nominations to flow on the next Gas Day.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**First Revised Sheet No. 122B** First Revised Sheet No. 122B  
Superseding: Original Sheet No. 122B

GENERAL TERMS AND CONDITIONS  
(Continued)

(D) In the event of an intraday capacity recall, the Transporter shall determine the allocation of capacity between the Releasing Shipper and the Replacement Shipper(s) based upon the Elapsed Prorata Capacity (EPC). Variations to the use of EPC may be necessary to reflect the nature of the Transporter's Tariff, services and/or operational characteristics as specified in Section 7.2(C).

7.3 Intraday Nominations. Intraday nominations are those identified in Section 7.2 (A) (2), (3) and (4), and in the case of the recall of capacity, Section 7.2(B). An intraday nomination shall be prospective and is subject to the deadlines stated above. Intraday nominations may be used to request increases or decreases in total flow, make changes to Point(s) of Receipts, and/or to Point(s) of Delivery. Intraday nominations may be used to nominate new supply or market. Intraday nominations shall specify Shipper's service requirements for the Day only and shall include the effective date and time. Interconnected parties should agree on the hourly flows of the intraday nomination, if not otherwise addressed in UTOS' contract or tariff. Intraday nominations do not rollover and do not replace the remainder of a standing nomination.

UTOS shall provide a Quick Response that the nomination has been received and whether there are any errors that would prevent processing, and if so, specify the errors, within fifteen (15) minutes of receipt. Intraday nominations shall, subject to Section 7.4, hereof, be implemented by UTOS to the extent and only to the extent that UTOS is able to confirm the receipt and delivery of such Gas at the Point(s) of Receipt and Point(s) of Delivery and the scheduling of such intraday nomination will not require the rescheduling of UTOS' capacity among previously scheduled service agreements in order to provide capacity for said intraday nomination.

Notice: NAESB Standard 5.3.34 (Version 1.7) states: Transportation Service Providers should provide affected parties with notification of intraday bumps, operational flow orders and other critical notices through the affected party's choice of Electronic Notice Delivery mechanism(s). NAESB Standard 5.2.2 (Version 1.7) states: "Electronic Notice Delivery" is the term used to describe the delivery of notices via Internet E-mail and/or EDI/EDM. Pursuant to NAESB Standards 5.3.34 and 5.2.2, Transporter shall issue notice of intraday nomination changes to the affected Shipper via e-mail or EDI/EDM, at the Shipper's election, provided that Shipper has provided Transporter with an Internet E-mail address for such notices. In addition, Transporter shall notify the affected Shipper of issuance of intraday nomination changes via telephone. All intraday nomination changes notices shall be subsequently posted on Transporter's Interactive Internet Website.

*Effective Date: 08/01/2009 Status: Effective*  
*FERC Docket: RP09-815-000*

**First Revised Sheet No. 123** First Revised Sheet No. 123  
Superseding: Original Sheet No. 123

GENERAL TERMS AND CONDITIONS  
(Continued)

7.4 Confirmation by Transporter. Nominations made in accordance with Section 7.1 through 7.3 hereof shall not be scheduled until UTOS has confirmed the nominated receipts and deliveries with the upstream and downstream parties. UTOS will contact the upstream and/or the downstream parties to confirm the nominated supply at the designated UTOS measurement point and delivery points. Upstream and downstream parties shall provide confirmations of timely nominations by 3:30 p.m. Central Time on the Day prior to the first Day of the nomination period. Unless otherwise agreed to, by 4:30 p.m. Central Time, UTOS shall provide Shippers and point operators, via UTOS' Interactive Internet Website, the quantities that have been scheduled to flow for that Shipper and point operator on the next Day. If UTOS finds a discrepancy in such nominated supply during confirmation of the nominated Gas volumes, then UTOS shall so notify the Shipper(s) or Shipper's Nominating Agent, and upon such notice, UTOS has the right to change the Shipper's nomination to match with the receipts and deliveries confirmed by the upstream and downstream parties.

UTOS will notify the Shipper(s) or Shipper's Nominating Agent of any changes by UTOS to its nomination because of discrepancies with the receipts and deliveries confirmed by the upstream parties and/or the downstream parties during the confirmation process.

7.5 Designated Allocator. UTOS assumes that the production operator at the specific UTOS measurement point will be the Designated Allocator, unless appropriately notified of an alternate party. The production operator shall be the only party allowed to appoint an alternate Designated Allocator and shall do so by providing UTOS with notification, communicated by mail, facsimile, or UTOS' Interactive Internet Website, specifying the name, address, telephone number and facsimile number of the alternate party. The alternate party will remain as the Designated Allocator until revoked or changed, in writing, by the production operator. The Designated Allocator shall submit predetermined allocations (PDA's) to UTOS in accordance with this Section 7.

UTOS shall use the PDA's submitted by the Designated Allocator, and as acknowledged by UTOS, to allocate underages and overages in the Gas volumes anticipated by UTOS based on confirmed nominations, at the designated Receipt Point for each point of UTOS measurement. In the event that the Designated Allocator has not submitted an acceptable PDA, underages and overages will be allocated pro rata, to the extent applicable, based on confirmed nominations.

*Effective Date: 08/01/2009 Status: Effective*  
*FERC Docket: RP09-815-000*

**Second Revised Sheet No. 124** Second Revised Sheet No. 124  
Superseding: First Revised Sheet No. 124

GENERAL TERMS AND CONDITIONS  
(Continued)

UTOS may rely exclusively on the effective PDA's or on the pro rata allocation (based on scheduled nominations) in the absence of an effective PDA, in allocating the Gas at each UTOS measurement point, and such allocations shall be binding on the Shipper. No retroactive changes to the PDA may be made unless UTOS, the Designated Allocator, and all Shippers covered by the PDA agree. Further, UTOS shall not be liable to any Shipper as a result of UTOS' reliance on any PDA methodology provided herein and Shipper shall indemnify UTOS from and against any and all losses, damages, expenses and claims as a result of UTOS' reliance on such PDA methodology.

7.6 Predetermined Allocations

(a) The designated Allocator shall furnish UTOS with a PDA, by completing the PDA Form set forth on Sheet No. 325 of this tariff after or during confirmation, but in any event, before the start of the Gas Day. Such PDA shall specify how any underage and/or overage from the scheduled nomination should be allocated. The PDA shall include all Shippers that have scheduled nominations with UTOS at given metering Point. Examples of allocation methods that can be used include percentages, pro rata, ranking, swing with specified shippers, and Operator Provided Value. The same standard allocation methodologies should be available for use at all points.

The Designated Allocator may submit the PDA in writing via mail, facsimile, messenger or Interactive Internet Website. UTOS shall acknowledge receipt and acceptance of the PDA by signing and telefaxing (or returning via some other mutually agreeable means) the PDA to the Designated Allocator within fifteen (15) minutes.

(b) At a location which is not covered by an OBA, UTOS will allocate to Shippers at the Shippers' contract level or higher. UTOS is not required to allocate to a lower level or accept accounting allocation instructions from the Shipper (ie., neither Pre-determined Allocations (PDAs) nor Shipper ranks supplied in the nominations.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**Second Revised Sheet No. 125** Second Revised Sheet No. 125  
Superseding: Substitute First Revised Sheet No. 125

GENERAL TERMS AND CONDITIONS  
(Continued)

(c) At a location which is not covered by an OBA, a Confirming Party should submit a Pre-determined Allocation (PAD) to the allocating party at a level that is based on the allocating party's business practice, but in no event, will such PDA be at a lower level (more detailed) than that level of information exchanged between such parties during their confirmation process.

(d) A Pre-determined Allocation (PDA) may not be used to allocate Gas to a nominatable transaction that was not identified in the nomination or confirmation process, as applicable, absent prior mutual agreement among the Confirming Parties and the party being allocated to in such transaction. In the event of a conflict between this standard and UTOS' existing Tariff or general terms and conditions, the latter will prevail.

7.7 Changes in Predetermined Allocations. The PDA accepted by UTOS will continue in effect through the end of the period covered by the PDA unless the Designated Allocator submits a revised PDA. Submittal of a revised PDA, and acceptance by UTOS, shall be substantially as described in Section 7.6 above. The Designated Allocator shall furnish UTOS with the revised PDA after or during confirmation of nominations and before the start of the Gas Day for which the proposed change is to take effect.

7.8 Scheduling of Transportation and Allocation of Capacity. For each Day, UTOS will schedule receipts and deliveries of Gas on the basis of: (1) transportation nominations and timely notices of changes made by Shippers or Shipper's Nominating Agent, which UTOS is hereby authorized to rely upon in its schedule; (2) transportation capacity available on UTOS' System and portions thereof in light of such nominations and requests; (3) proposed points of receipt and of delivery; and (4) overall operating conditions from time to time. UTOS shall schedule the receipts and deliveries of Gas of each Shipper, on each Day, in sequence, from highest to lowest priority, as follows: (1) first, among UTOS' firm Rate Schedule FT transportation customers, up to each such customer's Currently Effective Contract Demand or Maximum Daily Quantity, as applicable and (2) second,

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**First Revised Sheet No. 126** First Revised Sheet No. 126  
Superseding: Original Sheet No. 126

GENERAL TERMS AND CONDITIONS  
(Continued)

among UTOS' Interruptible Rate Schedule IT transportation customers, up to each such customer's currently effective Maximum Daily Quantity, as applicable, and all overrun service. In the event that nominations received in sequencing category (1) exceed the capacity available to that sequencing category, then the available capacity shall be allocated pro rata based on nominations. In the event that nominations received in either sequencing category (2) or (3) above exceed the capacity available to that individual sequencing category, then the available capacity shall be allocated within the sequencing category as follows: first, on the basis of the price paid to UTOS for the service being nominated, with the nominated service paying the highest price receiving the highest priority; and if insufficient capacity still remains, then on the basis of the date of the service agreement underlying the nomination, with the nomination under the service agreement having the oldest date receiving the highest priority, provided that, in the event of a tie in service agreement dates, then pro rata among the tying service agreements based on the nominations received under each of the tying agreements.

7.9 Receipt Point Priority.

(a) Scheduling of transportation at Primary Points of Receipt shall be in accordance with Section 7.8.

(b) A Shipper under the FT Rate Schedule may nominate and schedule receipts at Secondary Points of Receipt, subject to the priority rights of FT Shippers using such receipt points as Primary Points of Receipt. Accordingly, the use by a FT Shipper of a Secondary Point of Receipt is interruptible if and to the extent required to serve the FT Shipper for which such receipt point is a Primary Point of Receipt. If capacity at such Secondary Point is limited, such capacity shall be allocated (1) pro-rata among UTOS's firm transportation customers, that nominated that point as a secondary point and such secondary point is within their contract primary capacity path, according to the quantities of gas scheduled by such customers and (2) pro-rata among UTOS's firm transportation customers, that nominated that point as a secondary point and such secondary point is outside of their contract primary capacity path, according to the quantities of gas scheduled by such customers; A Shipper under the FT Rate Schedule, using Secondary Points of Receipt, shall have a priority over all interruptible Shippers' utilization of such receipt points.

GENERAL TERMS AND CONDITIONS  
(Continued)

(c) A T or FT Shipper which desires to utilize a Secondary Point of Receipt shall, as provided in subsection 7.9(b) above, be entitled to priority over interruptible Shippers, but may displace the interruptible Shipper(s) only after providing one (1) Business Day's notice.

(d) Utilization of Secondary Points of Receipt by a Shipper under the T or FT Rate Schedule shall not cause any diminution of such Shipper's settlement to firm service at Shipper's Primary Points of Receipt.

(e) UTOS shall be obligated to act upon a request for use of a Secondary Point of Receipt, or change in use of a Secondary Point of Receipt, within one (1) Business Day of such request.

7.10 Receipt of Gas. Departures from the scheduled deliveries at the points of receipt shall be kept to the minimum permitted by operating conditions, and shall be balanced as soon as practicable.

7.11 Delivery of Gas. Based upon the daily volumes scheduled, such information as may be available concerning the volumes actually received, and after first making adjustments for any prior imbalance in receipts, UTOS shall daily make delivery, to the extent practicable, of Equivalent Volumes of Gas at the points of delivery.

7.12 Hourly Variation. Deliveries shall be made at uniform hourly rates to the extent practicable.

7.13 Limitation on Transporter's Obligation. UTOS is not obligated to receive for transportation natural Gas condensate (without free water) in excess of 10 barrels per 1000 Dth of Gas delivered by Shipper to UTOS at any point of receipt. Should Shipper's deliveries of Gas to UTOS at any point of receipt exceed the MDV for such point of receipt, UTOS will, in good faith, attempt to accommodate the same but, in the event any such excess delivery would jeopardize the safety of UTOS' operations and/or its ability to meet its contract commitments to others, such decisions to be solely within the judgment and discretion of UTOS, UTOS shall have the right to vent, without any liability to Shipper, or any other person, all or such part of said excess deliveries as UTOS, in its sole judgment and discretion, deems necessary.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**Third Revised Sheet No. 127** Third Revised Sheet No. 127  
Superseding: Second Revised Sheet No. 127

GENERAL TERMS AND CONDITIONS  
(Continued)

7.14 Adjustments to Equivalent Volumes. Following receipt of monthly statements, the parties shall adjust the receipts and deliveries of Gas, within 60 Days, if practicable, in order to balance any excess or deficiency variations in order for Shipper to receive Equivalent Volumes. In the event the quantities of Gas received and to be delivered are not in balance at the end of the term of the Transportation Agreement, then such balance shall be achieved within 60 Days by extending receipts or deliveries as applicable at the appropriate points of receipt or points of delivery until such balance is achieved or by such other method as is then mutually agreed upon by the parties, provided that any such terms are consistent with the terms of this tariff, including, but not limited to, to the conveyance by one party to the other party of the quantity of Gas equal to the imbalance.

7.15 Operational Balancing Agreements. UTOS recognizes that, despite best efforts to match deliveries of Gas volumes to the designated interconnecting pipeline at the UTOS delivery point with the Gas volumes allocated to the Shipper's account at the same UTOS delivery point, imbalances in the aggregate Gas volumes intended for delivery to the designated interconnecting pipeline may occur. UTOS may enter into an Operational Balancing Agreement (OBA) with the interconnecting pipeline at each UTOS delivery point on a non-discriminatory basis, the terms and conditions of which will provide for the resolution of any imbalances.

A pro forma OBA is set forth on Sheet Nos. 305 through 307 of this tariff. Any subsequent provisions that may be entered into pursuant to the "mutually agreed to" provisions of the pro form OBA are to be consistent with the terms of this tariff.

## 8. IMBALANCES

8.1 Responsibility For Balancing. In addition to delivering and receiving volumes of Gas in conformance with nominations, Shippers are responsible for conforming their takes at Delivery Points with their deliveries to UTOS at Receipt Points each Day. UTOS has no obligation to deliver for the account of a Shipper more volumes of Gas than UTOS has received for the account of the Shipper or to accept for the account of the Shipper more volumes of Gas than are being delivered for the account of the Shipper on any Day.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**Third Revised Sheet No. 128** Third Revised Sheet No. 128  
Superseding: Second Revised Sheet No. 128

GENERAL TERMS AND CONDITIONS  
(Continued)

8.2 Monthly Imbalances. The calculation of the monthly imbalances shall depend upon whether there is an Operational Balancing Agreement in effect at the delivery point(s). Where an Operational Balancing Agreement is in effect, monthly imbalances under an Agreement shall be calculated each calendar Month by comparing the volumes scheduled for the Month to actual receipts during that Month. Where an Operational Balancing Agreement is not in effect, monthly imbalances under an Agreement shall be calculated each calendar Month by comparing actual measured volumes delivered during the Month to actual net measured volumes received (with the appropriate deduction for Gas Unaccounted For during that Month on the basis of Equivalent Volumes. In each case, where the comparison that is specified does not yield an equivalency, then the following transportation fees and offsetting and netting procedures shall apply:

Imbalances under a Shipper's different agreements will be netted together to obtain the Shipper's total Monthly Imbalance ("TMI"). The TMI will be shown on the monthly billings sent to Shippers. To facilitate the trading or offsetting of Shipper's TMI, UTOS will post on its Internet Website, on or before the ninth Business Day of the Month, the TMI of any Shipper that has not notified UTOS in writing that the Shipper does not elect to have that information posted. Shippers or their agents may post and trade imbalances on and across contracts with Shippers or their agents until the close of business on the seventeenth Day of the Month (Trading Period). Parties that agree to trade all or part of an imbalance must notify UTOS in writing on or before the seventeenth Business Day of the Month through submission of an Confirmation of Agreement to Trade Imbalances form; otherwise, such trade shall not be effective. Upon receipt of an Imbalance Trade Confirmation, UTOS will send an Imbalance Trade Notification to the trading parties by noon (Central Clock Time) the next Business Day. Any Shipper imbalance remaining after the Trading Period will be cashed out as described in Section 8.3.

Effective Date: 04/01/2002 Status: Effective

FERC Docket: GT02- 10-000

Original Sheet No. 129 Original Sheet No. 129 : Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

8.3 Cashout Procedures. Any imbalance remaining after the end of Trading Period will be cashed out on a tiered basis pursuant to the following schedule:

IMBALANCE LEVEL -----	OVERAGE (UTOS Pays Shipper) -----	UNDERAGE (Shipper Pays UTOS) -----
0% to 5%	100% x AMIP	100% x AMIP
Greater than 5% to 10%	90% x AMIP	110% x AMIP
Greater than 10% to 15%	80% x AMIP	120% x AMIP
Greater than 15% to 20%	70% x AMIP	130% x AMIP
Greater than 20%	60% x AMIP	140% x AMIP

Effective Date: 08/01/2009 Status: Effective

FERC Docket: RP09-815-000

**First Revised Sheet No. 130** First Revised Sheet No. 130  
Superseding: Original Sheet No. 130

GENERAL TERMS AND CONDITIONS  
(Continued)

(a) A Shipper's remaining imbalance will be cashed out based on the percentage of that imbalance compared to the total deliveries for that Shipper during the Month. For example, if the Total Deliveries were 1,000 Dth and the remaining underage imbalance was 100 Dth, the total Imbalance Level would be 10%. The first 5% (50 Dth) would be cashed out at 100% of the AMIP and the remaining 50 Dth would be cashed out at 110% of the AMIP.

(b) The Average Monthly Index Price (AMIP) is the arithmetic average of the Weekly Index Prices (WIPs). The WIP for any week is the arithmetic average of the following two index prices reported in "Gas Price Report" issued by "Natural Gas Week":

(1) Louisiana, Gulf Coast, Onshore, Spot Delivered to Pipeline; and

(2) Louisiana, Gulf Coast, Offshore, Spot Delivered to Pipeline.

In calculating the AMIP, the WIPs will be based on the prices reported in the issue of "Natural Gas Week" dated on or after UTOS' nomination deadline for first of the Month service for that Month, and the subsequent issues dated prior to UTOS nomination deadline for the following Month's first of the Month service.

(c) Shippers with remaining imbalances shall pay UTOS or will be credited with the appropriate cashout amounts.

(d) In the event "Natural Gas Week" ceases to publish entirely or fails to publish the index prices listed in subsection (b) above, the following procedures shall apply in determining a Month's AMIP:

(1) Should, in any given week, "Natural Gas Week" fail to publish one of the two index prices used in determining that week's WIP, the WIP will be determined using the remaining published index price.

(2) Should, in any given week, "Natural Gas Week" fail to publish both of the index prices used in determining that week's WIP, there will be no WIP for that week used in determining the Month's AMIP.

(e) In the event the foregoing prices are no longer available or valid UTOS will file to change the Tariff and may, at its discretion, select a representative price in the interim period, subject to adjustment.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**First Revised Sheet No. 131** First Revised Sheet No. 131  
Superseding: Original Sheet No. 131

GENERAL TERMS AND CONDITIONS  
(Continued)

8.4 Purchase and Sale of Gas. UTOS is not providing a supply service under any Rate Schedule of this Tariff. Without limitation of the foregoing, UTOS may buy and sell Gas to the extent necessary to maintain System pressure, to maintain line pack and provide additional line pack for new facilities, to implement the cashout procedures under this Section 8 and to perform other functions in connection with providing transportation service. Such sales shall be authorized pursuant to UTOS' blanket sales certificate. Nothing herein shall impose on UTOS any obligation to provide a supply function to any of its transportation Shippers.

8.5 Refund of Cash-Out Revenues in Excess of Costs.

(a) This subsection of Section 8 sets forth the procedures under which UTOS will refund or carry forward, for each annual billing period, any difference between the revenues received by Seller and the costs incurred by Seller under the cash-out provisions of UTOS' firm and interruptible transportation rate schedules. For purposes of this subsection 8.5, an annual billing period shall be the twelve Month period commencing each November 1 and ending the following October 31 with the first such annual billing period commencing November 1, 1993 and ending October 31, 1994.

(b) Subsequent to the end of each annual billing period UTOS shall compare the revenues received by UTOS under the cash-out procedures with the costs incurred by UTOS under such cash-out procedures. If the revenues received exceed the costs incurred, then UTOS shall refund, within 60 Days of the end of the annual billing period, the net over recoveries to firm and interruptible transportation customers on a pro rata basis in accordance with the transportation volumes UTOS has delivered during the annual billing period. If the revenues received are less than the costs incurred, then UTOS shall carry forward the net under recoveries to the subsequent annual billing period and may offset such net under recoveries against any future net over recoveries that may occur in a subsequent annual billing period.

9. RECEIPT AND DELIVERY PRESSURE

9.1 Pressure at the Points of Receipt. Shipper shall cause the Gas to be delivered at the Points of Receipt at a pressure sufficient to allow the Gas to enter the

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**First Revised Sheet No. 132** First Revised Sheet No. 132  
Superseding: Original Sheet No. 132

GENERAL TERMS AND CONDITIONS  
(Continued)

System, provided Shipper shall not, except by mutual agreement, be required to deliver the Gas at the Points of Receipt at a pressure in excess of the pressure specified for each Point of Receipt set forth in Exhibit A of the Transportation Agreement.

9.2 Pressure at Point of Delivery. UTOS shall cause the Gas to be delivered at the Point of Delivery set forth in the Transportation Agreement at such uniform pressures as may be required to allow the Gas to enter the facilities of others for further transportation. UTOS, however, shall not be required or permitted to deliver Gas at a pressure in excess of the pressure specified for each Point of Delivery set forth in Exhibit A of the Transportation Agreement.

10. BILLING AND PAYMENT

10.1 Billing. On or before the 9th Business Day of each Month, UTOS shall render to Shipper a statement of the total amount of Gas delivered to UTOS by Shipper at the Points of Receipt set forth in the Transportation Agreement during the preceding Month and the amount due. "Render" is defined as postmarked, time-stamped or delivered to the designated site. Any imbalance statements shall be rendered prior to or with the statement. Invoices shall be based on actuals (if available) or best available data, expressed in Dth. Quantities at points where OBAs exist shall be invoiced based on scheduled quantities.

When information necessary for billing purposes is in the control of Shipper, Shipper shall furnish such information to UTOS on or before the 15th Day of the Month.

Shipper and UTOS shall have the right to examine at reasonable times, books, records, and charts of the other to the extent necessary to verify the accuracy of any statement, charge, or computation made under or pursuant to any of the provisions hereof.

10.2 Payment. Shipper shall pay UTOS, at its general office, or at such other address as UTOS shall designate, no later than ten (10) Days after the date of the statement, the amount due for the preceding Month. All payments shall reference the statement number.

If presentation of a bill by UTOS is delayed after the 9th Business Day of the Month, then the time of payment shall be extended accordingly unless Shipper is responsible for such delay. Should Shipper fail to pay all or any portion of the amount of any bill as herein provided when such amount is due, interest on the unpaid portion of the bill shall accrue at the rate specified

*Effective Date: 08/01/2009 Status: Effective*  
*FERC Docket: RP09-815-000*

**First Revised Sheet No. 133** First Revised Sheet No. 133  
Superseding: Original Sheet No. 133

GENERAL TERMS AND CONDITIONS  
(Continued)

in Section 154.501(d)(1) of the Commission's regulations. If such failure to pay continues for 30 Days after payment is due, UTOS, in addition to any other remedy it may have hereunder, and subject to whatever regulatory authority may be necessary, may suspend further delivery of Gas until such amount is paid; provided, however, that if Shipper in good faith shall dispute the amount of any such bill or part thereof and shall timely pay to UTOS such amounts as it does not in good faith dispute and, at any time thereafter within 30 Days of a demand made by UTOS, shall furnish a good and sufficient surety bond in an amount, on a form and with surety satisfactory to UTOS, guaranteeing payment to UTOS of the amount ultimately found due upon such bills after a final determination which may be reached either by agreement or judgment of the courts, as may be the case, then UTOS shall not be entitled to suspend further delivery of Gas on account of non-payment of such sum unless and until default be made in the conditions of such bond. For any amount to be considered "disputed", Shipper must provide remittance detail identifying which portion of the statement amount is being disputed and appropriate documentation supporting and identifying the basis for the dispute, in accordance with Section 10.3.

10.3 Adjustment of Billing Errors. Subject to the provisions of Section 3.10 and 3.12 hereof, if an error is discovered in the allocated quantities, the rate billed, or any other item in any statement rendered by UTOS, Shipper shall make a claim therefor within six (6) Months of the date of such statement. UTOS shall have three (3) Months from the date the claim is made to dispute or resolve the claim. If there is an agreement as to the amount of an error, any adjustment shall be made within thirty (30) Days of the determination thereof. Such time limits shall not apply in the case of government required rate changes, deliberate omission or misrepresentation, or mutual mistake of fact. If the parties are unable to agree on the adjustment of any claimed error, any resort by either of the parties to legal procedure, either at law, in equity, or otherwise, shall be commenced within 15 Months after the supposed cause of action is alleged to have arisen, or shall thereafter be forever barred.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**First Revised Sheet No. 134** First Revised Sheet No. 134  
Superseding: Original Sheet No. 134

GENERAL TERMS AND CONDITIONS  
(Continued)

11. RESPONSIBILITY FOR GAS AND ASSOCIATED LIQUIDS

As between the Parties hereto, Shipper shall be in exclusive control and possession of the Gas and Associated Liquids until such have been delivered to UTOS at the Points of Receipt and after such Gas and Associated Liquids have been redelivered to or for the account of Shipper by UTOS at the Point of Delivery. UTOS shall be in exclusive control and possession of such Gas and Associated Liquids while same are in the System between the Points of Receipt and the Point of Delivery. As between the Parties, the Party which shall be in exclusive control and possession of such Gas and Associated Liquids shall be responsible for all injury or damage caused thereby.

12. FACILITIES

Unless otherwise agreed to by the parties, UTOS shall not be required to own, construct and install any facilities to perform any transportation service requested by Shipper including, but not limited to, hot tap, side valve, measurement, Gas supply lateral lines, looping and/or compression facilities. Shipper shall reimburse UTOS for all UTOS' costs associated therewith either on a lump sum or incremental fee basis as agreed to by the parties.

13. FORCE MAJEURE

13.1 Definition. The term "force majeure" as used herein shall mean: acts of God, strikes, lockouts, or other industrial disturbances; acts of a public enemy; wars; blockades; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; storms (including but not limited to hurricanes or hurricane warnings); crevasses; floods; washouts; arrests and restraints of the government, either federal or state, civil or military; civil disturbances; shutdowns for purposes of necessary repairs, relocation, or construction of facilities; breakage or accident to machinery or lines of pipe; the necessity for testing (as required by governmental authority or as deemed necessary by the testing Party for the safe operation thereof); the necessity of making repairs or alterations to machinery or lines of pipe; failure of surface equipment or pipelines; accidents, breakdowns, inability of either Party hereto to obtain necessary material, supplies, or permits, or labor to perform or comply with any obligation or condition of this Rate Schedule or the Transportation Agreement; rights of way; and any other causes, whether of the kind herein enumerated or otherwise, which are not reasonably in the

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**Original Sheet No. 134A** Original Sheet No. 134A

GENERAL TERMS AND CONDITIONS  
(Continued)

control of the Party claiming suspension. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of an opposing party when such course is inadvisable in the discretion of the Party having the difficulty.

13.2 Force Majeure. If by reason of force majeure either the Shipper or UTOS is rendered unable, wholly or in part, to carry out its obligations under these General Terms and Conditions or the Transportation Agreement except for an obligation to pay money, and if such Party gives notice and reasonably full particulars of such force majeure in writing or by telegraph to the other within a reasonable time after the occurrence of the cause relied on, the Party giving such notice, so far as and to the extent that it is affected by such force majeure, shall not be liable in damages during the continuance of any inability so caused, provided such cause shall so far as possible be remedied with all reasonable dispatch.

GENERAL TERMS AND CONDITIONS  
(Continued)

13.3. Limitations. Force majeure affecting the performance hereunder by either Shipper or UTOS however shall not relieve such Party of liability in the event of concurring negligence or in the event of failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve either Party from its obligations to make payments as determined hereunder. "Concurring negligence," as used herein, is defined as negligence of a party that causes, contributes substantially to the cause of, and or significantly aggravates or prolongs the effects of, a force majeure event that the party identifies as affecting its performance and relieving it of liability for damages.

14. CURTAILMENT

If, on any day, UTOS determines that the capacity of its system, or any part thereof, is insufficient to serve all transportation requirements scheduled for such day, or to accept the quantities of gas tendered, capacity that requires curtailment shall be curtailed so as to provide the service that is possible. Volumes shall be curtailed in the following order: (1) pro rata among both requests for overrun service and confirmed nominations for service under Rate Schedule IT, up to the Maximum Daily Volumes of the shippers nominating Rate Schedule IT service; (2) pro rata among confirmed nominations for service under Rate Schedule I, in accordance with the provisions of Rate Schedule I set forth on the then-applicable Sheet Nos. 21 and 22 of this tariff; and (3) pro rata among confirmed nominations for service under Rate Schedules T and FT, up to the Currently Effective Contract Demands or Maximum Daily Quantities, as applicable, of the shippers nominating a point which is a primary point under their existing Service Agreement under Rate Schedule T or FT.

15. Annual Charge Adjustment Provision (ACA)

(a) Purpose

Annual charges are assessed to UTOS by the Commission under Part 382 of the Commission's Regulations prior to each fiscal year in order to cover the cost of the operation of the FERC. For the purpose of recovering such charges assessed UTOS by the Commission, this Section 15 establishes pursuant to Section 154.38(d)(6) of the Commission's Regulations an ACA Surcharge to be applicable to quantities transported under any firm or interruptible UTOS Rate Schedules. This ACA Surcharge is in addition to any amounts otherwise payable to UTOS under said Rate Schedules.

(b) Basis of the ACA Unit Charge Rate

The ACA Unit Charge Rate shall be that increment, adjusted to UTOS's measurement base (Dekatherm) and pressure base, if required, which has been approved by valid Commission Orders approving an annual charge unit rate.

16. RIGHT OF FIRST REFUSAL

16.1 Purpose of Section. Subject to the procedures and conditions set forth in the following subsections of this Section 16, an existing firm shipper that is served by UTOS pursuant to a Transportation Agreement under Rate Schedule FT of this tariff with a primary term of one year or longer shall be afforded a right of first refusal, at the end of such primary term or any extension thereof of one (1) year or longer, to continue its firm capacity entitlements under the Transportation Agreement. Any such existing firm shipper is hereinafter referred to as an "Existing Shipper."

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**Third Revised Sheet No. 135** Third Revised Sheet No. 135  
Superseding: Substitute First Revised Sheet No. 135

GENERAL TERMS AND CONDITIONS  
(Continued)

13.3. Limitations. Force majeure affecting the performance hereunder by either Shipper or UTOS however shall not relieve such Party of liability in the event of concurring negligence or in the event of failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve either Party from its obligations to make payments as determined hereunder. "Concurring negligence", as used herein, is defined as negligence of a party that causes, contributes substantially to the cause of, and or significantly aggravates or prolongs the effects of, a force majeure event that the party identifies as affecting its performance and relieving it of liability for damages.

#### 14. CURTAILMENT

If, on any Day, UTOS determines that the capacity of its System, or any part thereof, is insufficient to serve all transportation requirements scheduled for such Day, or to accept the quantities of Gas tendered, capacity that requires curtailment shall be curtailed so as to provide the service that is possible. Volumes shall be curtailed in the following order: (1) pro rata among both requests for overrun service and confirmed nominations for service under Rate Schedule IT, up to the Maximum Daily Volumes of the shippers nominating Rate Schedule IT service; and (2) pro rata among confirmed nominations for service under Rate Schedule FT, up to the Currently Effective Contract Demands or Maximum Daily Quantities, as applicable, of the shippers nominating a point which is a primary point under their existing Service Agreement under Rate Schedule T or FT.

15. [THIS SECTION IS RESERVED FOR FUTURE USE]

#### 16. RIGHT OF FIRST REFUSAL

16.1 Purpose of Section. Subject to the procedures and conditions set forth in the following subsections of this Section 16, an existing firm shipper that is served by UTOS pursuant to a Transportation Agreement under Rate Schedule FT of this tariff with a primary term of one year or longer shall be afforded a right of first refusal, at the end of such primary term or any extension thereof of one (1) year or longer, to continue its firm capacity entitlements under the Transportation Agreement. Any such existing firm shipper is hereinafter referred to as an "Existing Shipper."

*Effective Date: 08/01/2009 Status: Effective*  
*FERC Docket: RP09-815-000*

**First Revised Sheet No. 136** First Revised Sheet No. 136  
Superseding: Original Sheet No. 136

GENERAL TERMS AND CONDITIONS  
(Continued)

16.2 Limitation on Applicability of Section. If UTOS and the Existing Shipper agree on the terms and conditions of continued service before the posting of available capacity described in subsection 16.4 of this Section 16, or if UTOS is willing to permit the automatic extension of the Transportation Agreement in accordance with its terms, or if the Existing Shipper has given notice of termination of the Transportation Agreement in accordance with its terms, then UTOS shall forego the posting, competitive bidding, and right of first refusal procedures of this Section 16.

16.3 Communications With UTOS. Any communication with UTOS under this Section 16, including any Qualified Bid under subsection 16.5, must be addressed to the following official:

Enbridge Offshore Pipelines (UTOS) LLC  
1100 Louisiana, Suite 3300  
Houston, Texas 77002

Attention: Asset Management - Regulated

16.4 Posting of Available Capacity. Not less than 180 Days nor more than 270 Days prior to the end of the primary term of a Transportation Agreement between UTOS and an Existing Shipper, or any extension thereof for one year or longer, UTOS may post notice, on its Interactive Internet Website, of the forthcoming availability of the firm capacity covered by the Transportation Agreement, without revealing the identity of the Existing Shipper. The posted information shall include:

- (a) The date upon which the capacity would become available;
- (b) The amount of the available capacity, by receipt point, delivery point, and in total;
- (c) The maximum reservation charge stated on the then-effective Sheet No. 4 of this tariff;
- (d) Any other terms or conditions that would attend use of the capacity; and
- (e) A statement that any bid for the capacity shall be subject to the right of first refusal of the Existing Shipper, as specified in this Section 16.

The information specified in this subsection 16.4 shall be posted on UTOS' Interactive Internet Website until 150 Days prior to the end of the primary term of the existing Transportation Agreement.

GENERAL TERMS AND CONDITIONS  
(Continued)

16.5 Bidding Procedures. Any person that has prequalified as a prospective shipper under the provisions of subsection 16.6 of this Section 16 ("Qualified Bidder") may submit a bid that is consistent with the posted information ("Qualified Bid") for available capacity. UTOS shall receive binding Qualified Bids for the available capacity, or any portion thereof, for the entire period that the information is posted. Qualified Bids may be communicated to UTOS by mail, facsimile, or UTOS' Interactive Internet Website. The date of receipt will be recorded for each Qualified Bid. A Qualified Bid must be submitted on the UTOS Qualified Bid Form, as set forth on Sheet Nos. 308-310 of this tariff, and must include the following information:

- (a) The legal name of the Qualified Bidder, and the name, title, address, telephone number, and facsimile number of the individual responsible for the Qualified Bid;
- (b) The amount of capacity, by receipt point, delivery point, and in total, that the Qualified Bidder proposes to take;
- (c) The period of time that the Qualified Bidder proposes to take the capacity; and
- (d) The reservation charge that the Qualified Bidder proposes to pay for the capacity.

UTOS shall be under no obligation to accept or consider Qualified Bids at less than the maximum reservation charge. However, UTOS will inform the Existing Shipper of the maximum bid that was received, or the fact that no bids were received.

16.6 Qualification of Bidders. In order to qualify for available capacity, a prospective shipper must first:

- (a) Demonstrate, to UTOS' reasonable satisfaction, that it is creditworthy in accordance with Sections 2.2(k) and 5 of the General Terms and Conditions of this tariff; and
- (b) Provide to UTOS a statement of its willingness and ability to execute a Transportation Agreement for firm transportation service in accordance with Rate Schedule FT of this tariff. In the interest of expediting UTOS' creditworthiness review, a prospective shipper may submit to UTOS, at any time, the credit evaluation materials described in Section 2.2(k) of the General Terms and Conditions of this tariff. UTOS reserves the right to request additional or renewed credit evaluation materials at any time for the purpose of reviewing a completed creditworthiness evaluation.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**First Revised Sheet No. 138** First Revised Sheet No. 138  
Superseding: Original Sheet No. 138

GENERAL TERMS AND CONDITIONS  
(Continued)

16.7 Provisional Payment to Ensure Bona Fide Bid. Each Qualified Bidder must also submit with its Qualified Bid, as a demonstration of its bona fide intentions, a check, payable to UTOS, for the lesser of: (1) \$10,000; or (2) three Months' reservation charge for the amount of capacity sought, at the maximum rate. In the event that, upon completion of the right of first refusal procedures described in this Section 16, capacity is awarded to the Qualified Bidder and the Qualified Bidder executes a Transportation Agreement with UTOS, the payment shall be credited to the Qualified Bidder's bill(s) for service under the Transportation Agreement. In the event that the Qualified Bidder is awarded capacity but declines to execute a Transportation Agreement with UTOS, or the Qualified Bidder withdraws its bid before the right of first refusal procedures are complete, the Qualified Bidder will be deemed to have forfeited the payment. Otherwise, in the event that the Qualified Bidder is not awarded capacity, the payment, together with interest calculated in accordance with Section 154.501(d)(1) of the Commission's regulations, shall be refunded to the Qualified Bidder upon completion of the right of first refusal procedures.

16.8 Determination of Highest Bid. If, at the end of the posting period specified in subsection 16.4 above, UTOS has received more than one Qualified Bid for the available capacity, UTOS shall evaluate the Qualified Bids to determine which constitutes the highest bid. Whether an application constitutes the "highest bid" shall be determined on the basis of the following procedures:

(a) UTOS shall calculate the Net Present Value of each Qualified Bid by applying the proposed reservation charge to the amount of capacity proposed to be taken for the term proposed by the Qualified Bidder, and discounting the resultant dollar figure to present value on the basis of the Federal Energy Regulatory Commission interest rate described in 18 CFR 154.501(d)(1) that is in effect on the date that the calculation is made for all Qualified Bids, provided, however, that in comparing present values, UTOS will not factor into its calculation any portion of a proposed transaction term that exceeds 20 years from the commencement of service.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**First Revised Sheet No. 139** First Revised Sheet No. 139  
Superseding: Original Sheet No. 139

GENERAL TERMS AND CONDITIONS  
(Continued)

This calculation is expressed in the following formula:

$$r \times \frac{1 - (1+i)^{-n}}{i} \times u = \text{Net Present Value}$$

Where: i = The interest rate per Month;  
n = The number of Months in the term of the proposed agreement, not to exceed 240 Months for purposes of the calculation;  
r = The proposed reservation charge per unit per Month; and  
u = The maximum daily quantity of capacity requested, in Dth.

(b) The available capacity shall be awarded conditionally to the Qualified Bid with the highest Net Present Value. If, following identification of the highest-value Qualified Bid, the capacity that remains available is greater than the capacity requested in the Qualified Bid with the next highest Net Present Value, then capacity shall also be awarded conditionally to such next highest bid. This procedure shall continue until the conditional award of capacity to a qualified Bid with the next highest Net Present Value would cause the remaining available capacity to be exceeded.

(c) If there are two or more Qualified Bids with equal Net Present Values, then the capacity shall be awarded conditionally to the Qualified Bidder whose Qualified Bid was received first during the posting period, and if two or more such Qualified Bids of equal value were received on the same Day, the capacity shall be conditionally allocated between or among them on a pro rata basis.

#### 16.9 Right of First Refusal of Existing Shipper.

(a) Within 15 Days following the close of the posting period specified in subsection 16.4 above, UTOS shall forward to the Existing Shipper, by mail or facsimile, the particulars of the Qualified Bid(s) representing the highest bid, without revealing the identity of the Qualified Bidder(s).

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**First Revised Sheet No. 140** First Revised Sheet No. 140  
Superseding: Original Sheet No. 140

GENERAL TERMS AND CONDITIONS  
(Continued)

(b) Within seven (7) Days following receipt of the particulars forwarded by UTOS pursuant to subsection 16.9(a), the Existing Shipper may match the highest bid(s) for the capacity by submitting a binding written offer to UTOS, by mail or facsimile, to accept the reservation charge and transaction term provisions of the highest bid(s), for the amount of capacity covered by the bid(s) that the Existing Shipper wishes to retain, provided, however, that in order to retain the capacity, the Existing Shipper need not match a proposed transaction term in excess of 20 years in duration. If the Existing Shipper matches the highest bid(s), then the affected capacity shall be retained by that shipper, and UTOS shall execute a Transportation Agreement with the Existing Shipper that contains the reservation charge, transaction term, and other acceptable provisions of its matching bid. If, following exercise of the Existing Shipper's right of first refusal, the capacity that remains available is greater than the capacity requested in the highest Qualified Bid, then capacity shall be awarded to such highest bid. The same procedure shall be followed for the Qualified Bid with the next highest Net Present Value. Such awards of available capacity shall continue until the award of capacity to a Qualified Bid with the next highest Net Present Value would cause the remaining available capacity to be exceeded. UTOS shall execute a Transportation Agreement with any Qualified Bidder that is awarded capacity, containing the reservation charge, transaction term, and other acceptable provisions of its Qualified Bid.

16.10 Continuation of Service Under Existing Agreement. Upon completion of the posting, competitive bidding, and right of first refusal procedures of this Section 16, if there is remaining capacity under the existing Transportation Agreement between UTOS and the Existing Shipper, and UTOS and the Existing Shipper have not otherwise agreed on terms for continued firm service that are different than the terms in the existing Transportation Agreement, and neither UTOS nor the Existing Shipper has given notice, or subsequently gives notice, of termination of the existing Transportation Agreement pursuant to the terms of that Agreement, then the existing Agreement shall continue to apply to the remaining capacity from year to year, in accordance with its terms, provided, however, if no bids were received for the capacity under the existing Transportation Agreement, then the Existing Shipper, upon its written agreement to pay the maximum reservation charge, may retain such capacity for such additional fixed period as it designates and, at the end of such additional fixed period, again exercise a right of first refusal under this Section 16 for such capacity. UTOS reserves the right to initiate the posting, competitive bidding, and right of first refusal procedures of this Section 16 in advance of any successive extension of the existing Transportation Agreement.

Effective Date: / / Status: Pending  
FERC Docket: RP09-333-000

**Second Revised Sheet No. 141** Second Revised Sheet No. 141  
Superseding: First Revised Sheet No. 141

GENERAL TERMS AND CONDITIONS  
(Continued)

17. CAPACITY RELEASE

17.1 Eligibility. Subject to the procedures and conditions set forth in the following subsections of this Section 17, any holder of firm capacity rights under Rate Schedule FT of this tariff, including any person that acquired such rights through release pursuant to such procedures and conditions, may release all such rights, or a part thereof, to another person. Any such person that seeks to release firm capacity rights is hereinafter referred to as a "Releasing Shipper." The person to whom such rights are released is hereinafter referred to as the "Replacement Shipper." For the purposes of certain provisions of this Section 17, the "Replacement Shipper" may be referred to as the "Prearranged Shipper" as that term is defined in subsection 17.4 of this Section 17, where applicable.

17.2 Limitations on Releases. Any proposed release of capacity under this Section 17 shall be subject to the following limitations:

(a) The Capacity Release timeline is applicable to all parties involved in the Capacity Release process; however, it is only applicable if (1) all information provided by the parties to the transaction is valid and the Replacement Shipper has been determined to be creditworthy, in accordance with Section 5, hereof, before the capacity release bid is tendered and (2) there are no special terms or conditions of the release.

(b) Period of Release. Any proposed release of capacity must be for a period of no less than one Day, as defined in subsection 1.5 of the General Terms and Conditions, and no more than the remaining primary term of the Transportation Agreement between the Releasing Shipper and UTOS.

(c) Volume of Release. Any proposed release of capacity must be in an amount of no less than 100 Dth at any specific receipt point, and no more than the Releasing Shipper is entitled to, by receipt point, delivery point, and in total, under its Transportation Agreement with UTOS.

GENERAL TERMS AND CONDITIONS  
(Continued)

17. CAPACITY RELEASE

- 17.1 Eligibility. Subject to the procedures and conditions set forth in the following subsections of this Section 17, any holder of firm capacity rights under Rate Schedule FT of this tariff, including any person that acquired such rights through release pursuant to such procedures and conditions, may release all such rights, or a part thereof, to another person. Any such person that seeks to release firm capacity rights is hereinafter referred to as a "Releasing Shipper." The person to whom such rights are released is hereinafter referred to as the "Replacement Shipper." For the purposes of certain provisions of this Section 17, the "Replacement Shipper" may be referred to as the "Prearranged Shipper" as that term is defined in subsection 17.4 of this Section 17, where applicable.
- 17.2 Limitations on Releases. Any proposed release of capacity under this Section 17 shall be subject to the following limitations:
- (a) The Capacity Release timeline is applicable to all parties involved in the Capacity Release process; however, it is only applicable if (1) all information provided by the parties to the transaction is valid and the Replacement Shipper has been determined to be creditworthy, in accordance with Section 5, hereof, before the capacity release bid is tendered and (2) there are no special terms or conditions of the release.
  - (b) Period of Release. Any proposed release of capacity must be for a period of no less than one Day, as defined in subsection 1.5 of the General Terms and Conditions, and no more than the remaining primary term of the Transportation Agreement between the Releasing Shipper and UTOS.
  - (c) Volume of Release. Any proposed release of capacity must be in an amount of no less than 100 Dth at any specific receipt point, and no more than the Releasing Shipper is entitled to, by receipt point, delivery point, and in total, under its Transportation Agreement with UTOS.
  - (d) Maximum Reservation Charge. Pursuant to 18 C.F.R. Section 284.8(i) of the Commission's regulations, until September 30, 2002, for releases with a term of less than one year, the Releasing Shipper may specify a rate for the released capacity that exceeds the maximum rate stated on the then-effective Sheet No. 4. For releases with terms of one year or more and for all releases after September 30, 2002, a Releasing Shipper may not specify a reservation charge for the released capacity that exceeds the maximum reservation charge for the Releasing Shipper stated on the then-effective Sheet No. 4 of this tariff. For releases with terms of one year or more and for all releases after September 30, 2002, a Releasing Shipper may specify a volumetric reservation charge for the released capacity provided that such charge does not exceed the 100 percent (100%) load factor equivalent of the maximum reservation charge set forth for the Releasing Shipper on the then-effective Sheet No. 4 of this tariff.

Effective Date: / / Status: Pending  
FERC Docket: RP09-333-000

**Original Sheet No. 141A** Original Sheet No. 141A

GENERAL TERMS AND CONDITIONS  
(Continued)

(d) Maximum Reservation Charge. Pursuant to 18 C.F.R. Section 284.8 of the Commission's regulations, for releases with a term of one year or less, the Releasing Shipper may specify a rate for the released capacity that exceeds the maximum rate stated on the then-effective Sheet No. 4 if the release is to take effect on or before one year from the date on which the pipeline is notified of the release. For releases with terms of more than one year, a Releasing Shipper may not specify a reservation charge for the released capacity that exceeds the maximum reservation charge for the Releasing Shipper stated on the then-effective Sheet No. 4 of this tariff. For releases with terms of more than one year, a Releasing Shipper may specify a volumetric reservation charge for the released capacity provided that such charge does not exceed the 100 percent (100%) load factor equivalent of the maximum reservation charge set forth for the Releasing Shipper on the then-effective Sheet No. 4 of this tariff.

GENERAL TERMS AND CONDITIONS  
(Continued)

- (e) Other Terms Or Conditions. A Releasing Shipper may not specify any terms or conditions for the release that conflict with the terms and conditions of: (1) the Releasing Shipper's Rate Schedule FT Transportation Agreement with UTOS; or (2) this tariff.
  
- 17.3 Communications With UTOS. Any communication with UTOS under this Section 17, including any Release Proposal under subsection 17.4 or Qualified Bid under subsection 17.6, must be addressed to the following official:  
  
Enbridge Offshore Pipelines (UTOS) LLC  
1100 Louisiana, Suite 3300  
Houston, Texas 77002  
  
Attention: Asset Management - Regulated
  
- 17.4 Making the Release Proposal. Any Releasing Shipper that wants to make a proposal to release firm capacity ("Release Proposal") must inform UTOS, by mail, facsimile, or UTOS' Interactive Internet Website, of the specific terms and conditions of the Release Proposal. All such terms and conditions must be objectively stated, applicable to all potential bidders, and non-discriminatory. A Releasing Shipper that has entered into a provisional agreement on the terms and conditions of a capacity release ("Prearranged Transaction") with another person that is pre-qualified as a Replacement Shipper under subsection 17.11 of this Section 17 ("Prearranged Shipper") must include the information concerning the Prearranged Transaction specified below. Any Release Proposal must be made on the UTOS Release Proposal Form, as set forth on Sheet Nos. 311-315 of this tariff, and must include the following information:
  - (a) The Releasing Shipper's legal name, the contract number and date of the Transportation Agreement under which firm capacity would be released, and the name, title, address, telephone number, and facsimile number of the individual responsible for authorizing the capacity release;
  - (b) For a Prearranged Transaction, the legal name of the Prearranged Shipper, and the name, title, address, telephone number, and facsimile number of the individual responsible for consummating the Prearranged Transaction for the Prearranged Shipper;

Effective Date: / / Status: Pending  
FERC Docket: RP09-333-000

**Second Revised Sheet No. 143** Second Revised Sheet No. 143  
Superseding: First Revised Sheet No. 143

GENERAL TERMS AND CONDITIONS  
(Continued)

(c) The amount (numeric quantity) of firm capacity, by receipt point, delivery point, and in total, that the Releasing Shipper wants to release on a per day basis or that will be released in the Prearranged Transaction, as applicable, and, for long-term (i.e., more than 31 days) Prearranged Transactions, the amount of any additional capacity that the Releasing Shipper is willing to release, by receipt point and delivery point;

(d) The period of time for which the Releasing Shipper wants to release the capacity or for which capacity will be released in a Prearranged Transaction, as applicable, and, for long-term Prearranged Transactions, the duration of any additional period of time that the Releasing Shipper is willing to make the capacity available;

(e) The minimum reservation charge at which the Releasing Shipper is willing to make the capacity available (within the range from \$0 to the maximum reservation charge specified on the then-effective Sheet No. 4 of this tariff, or higher if applicable pursuant to Section 17.2(d) hereof, for the Releasing Shipper, or the volumetric equivalent thereof), and, for Prearranged Transactions, the reservation charge that would be paid for the capacity or for a release on a volumetric basis, the volumetric commitments, and/or any other minimum conditions. The rate specified may be in dollars and cents or percents of maximum tariff rates, but in any event, Releasing Shipper must state any rates equal to the number of decimal places in the stated rates per UTOS' rate schedules. The maximum/minimum rates specified by the Releasing Shipper shall include the tariff reservation rate and all demand surcharges, as a total number or as stated separately;

(f) Whether the release of capacity in the proposed release or the Prearranged Transaction, as applicable, would be subject to interruption or recall, including the right of a partial day recall, and, if so, the non-discriminatory conditions, consistent with subsection 17.12(e) of this Section 17, under which the non-discriminatory capacity may be interrupted or recalled;

Effective Date: 08/01/2009 Status: Effective

FERC Docket: RP09-815-000

**Third Revised Sheet No. 143** Third Revised Sheet No. 143  
Superseding: Second Revised Sheet No. 143

GENERAL TERMS AND CONDITIONS  
(Continued)

(c) The amount (numeric quantity) of firm capacity, by receipt point, delivery point, and in total, that the Releasing Shipper wants to release on a per Day basis or that will be released in the Prearranged Transaction, as applicable, and, for long-term (i.e., more than 31 Days) Prearranged Transactions, the amount of any additional capacity that the Releasing Shipper is willing to release, by receipt point and delivery point;

(d) The period of time for which the Releasing Shipper wants to release the capacity or for which capacity will be released in a Prearranged Transaction, as applicable, and, for long-term Prearranged Transactions, the duration of any additional period of time that the Releasing Shipper is willing to make the capacity available;

(e) The minimum reservation charge at which the Releasing Shipper is willing to make the capacity available (within the range from \$0 to the maximum reservation charge specified on the then-effective Sheet No. 4 of this tariff, or higher if applicable pursuant to Section 17.2(d) hereof, for the Releasing Shipper, or the volumetric equivalent thereof), and, for Prearranged Transactions, the reservation charge that would be paid for the capacity or for a release on a volumetric basis, the volumetric commitments, and/or any other minimum conditions. The rate specified may be in dollars and cents or percents of maximum tariff rates, but in any event, Releasing Shipper must state any rates equal to the number of decimal places in the stated rates per UTOS' rate schedules. The maximum/minimum rates specified by the Releasing Shipper shall include the tariff reservation rate and all demand surcharges, as a total number or as stated separately;

(f) Whether the release of capacity in the proposed release or the Prearranged Transaction, as applicable, would be subject to interruption or recall, including the right of a partial Day recall, and, if so, the non-discriminatory conditions, consistent with subsection 17.12(e) of this Section 17, under which the non-discriminatory capacity may be interrupted or recalled;

*Effective Date: / / Status: Pending*  
*FERC Docket: RP09-333-000*

**Original Sheet No. 143A** Original Sheet No. 143A

GENERAL TERMS AND CONDITIONS  
(Continued)

(g) If capacity is interrupted or recalled, including a partial day recall, whether the Replacement Shipper will have the option to refuse the capacity after a recall or interruption has ended;

(h) Whether the Releasing Shipper wants UTOS to actively market the Release Proposal;

*Effective Date: 08/01/2009 Status: Effective*

*FERC Docket: RP09-815-000*

**First Revised Sheet No. 143A** First Revised Sheet No. 143A  
Superseding: Original Sheet No. 143A

GENERAL TERMS AND CONDITIONS

(Continued)

(g) If capacity is interrupted or recalled, including a partial Day recall, whether the Replacement Shipper will have the option to refuse the capacity after a recall or interruption has ended;

(h) Whether the Releasing Shipper wants UTOS to actively market the Release Proposal;

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**Third Revised Sheet No. 144** Third Revised Sheet No. 144  
Superseding: Substitute Second Revised Sheet No. 144

GENERAL TERMS AND CONDITIONS  
(Continued)

(i) At Releasing Shipper's option and in lieu of UTOS implementing the "best bid" determination stated in subsection 17.7, Releasing Shipper may specify in the Release Proposal one of the following bid evaluation methodologies: (1) highest rate, (ii) net revenue, or (iii) present value. A Release Proposal submitted specifying one of these methods maybe accorded the timeline treatment described in Section 17.5.

However, the Releasing Shipper may choose another bid evaluation method, but this request shall be accorded the timeline treatment described in Section 17.5 only at the discretion of UTOS. Such bid evaluation methods shall be objectively stated, applicable to all Replacement or Prearranged Shippers and not unduly discriminatory and shall enable UTOS to rank the bids received by utilizing the weight assigned by Releasing Shipper to each element of the Releasing Shipper's Notice;

(j) Whether contingent bids will be accepted and if so, for what time period each contingent bidder will be allowed to eliminate the contingency; and, if not eliminated, all details concerning the evaluation of other bids, including the time period when the next highest bidder will be obligated to acquire the capacity; and

(k) Any additional terms and conditions of releases that are objective and non-discriminatory (e.g., any tie-breaking methodology, agency agreement requirements, limiting reassignment, changing Point(s) of Delivery, or precluding reassignment of a release without notice to and consent of the releasor, or indemnification agreement requirements.) In all cases, however, Releasing Shipper's specified bid evaluation method must be set forth with sufficient specificity that UTOS' evaluation of the bids to determine the "best bid" is a purely ministerial matter that does not require any discretionary exercise of judgment by UTOS.

(l) If Releasing Shipper does not desire immediate posting of its Release Proposal or bids received, Releasing Shipper shall provide the posting date and time, so long as the receipt date of such Release Proposal or bid is no more than thirty (30) Days prior to the requested posting date, and so long as the requested posting date comports with Section 17.5.

*Effective Date: 08/01/2009 Status: Effective*  
*FERC Docket: RP09-815-000*

**Original Sheet No. 144A** Original Sheet No. 144A

GENERAL TERMS AND CONDITIONS

17.5 Posting of Release Proposals. Completed Release Proposals that conform to the requirements of subsection 17.4 of this Section 17 shall be posted on UTOS' Interactive Internet Website in accordance with the following procedures:

- (a) For non biddable releases
  - (1) Timely Cycle
    - (i) Posting of prearranged deals, not subject to bid, are due by 10:30 a.m., Central Clock Time.
    - (ii) Contract shall be issued within one (1) hour of award posting (with a new contract number, when applicable). Nominations shall be possible beginning at the next available nomination cycle for the effective date of the contract.
  - (2) Evening Cycle
    - (i) Posting of prearranged deals, not subject to bid, are due by 5:00 p.m., Central Clock Time.

Effective Date: / / Status: Pending  
FERC Docket: RP09-333-000

**Third Revised Sheet No. 145** Third Revised Sheet No. 145  
Superseding: Second Revised Sheet No. 145

GENERAL TERMS AND CONDITIONS  
(Continued)

(ii) Contract shall be issued within one (1) hour of award posting (with a new contract number, when applicable). Nominations shall be possible beginning at the next available nomination cycle for the effective date of the contract.

(3) Intraday 1 Cycle

(i) Posting of prearranged deals, not subject to bid, are due by 9:00 a.m., Central Clock Time.

(ii) Contract shall be issued within one (1) hour of award posting (with a new contract number, when applicable). Nominations shall be possible beginning at the next available nomination cycle for the effective date of the contract.

(4) Intraday 2 Cycle

(i) Posting of prearranged deals, not subject to bid, are due by 4:00 p.m., Central Clock Time.

(ii) Contract shall be issued within one (1) hour of award posting (with a new contract number, when applicable). Nominations shall be possible beginning at the next available nomination cycle for the effective date of the contract.

(b) For biddable releases (1 Year or less)

(1) Offer for capacity release shall be tendered by 12:00 p.m. on a Business Day.

(2) Open season ends no later than 1:00 p.m. on a Business Day (evaluation period begins at 1:00 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken).

(i) evaluation period ends and award posting if no match required at 2:00 p.m.

(ii) Match or award is communicated by 2:00 p.m.

(iii) Match response by 2:30 p.m.

(iv) Where match is required, award posting shall be by 3:00 p.m.

(3) A contract will be issued within one (1) hour of award posting (with a new contract number, when applicable). Nominations possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

**Second Revised Sheet No. 145** Second Revised Sheet No. 145 : Effective  
Superseding: Substitute First Revised Sheet No. 145

GENERAL TERMS AND CONDITIONS  
(Continued)

- (ii) Contract shall be issued within one (1) hour of award posting (with a new contract number, when applicable). Nominations shall be possible beginning at the next available nomination cycle for the effective date of the contract.
  - (3) Intraday 1 Cycle
    - (i) Posting of prearranged deals, not subject to bid, are due by 9:00 a.m., Central Clock Time.
    - (ii) Contract shall be issued within one (1) hour of award posting (with a new contract number, when applicable). Nominations shall be possible beginning at the next available nomination cycle for the effective date of the contract.
  - (4) Intraday 2 Cycle
    - (i) Posting of prearranged deals, not subject to bid, are due by 4:00 p.m., Central Clock Time.
    - (ii) Contract shall be issued within one (1) hour of award posting (with a new contract number, when applicable). Nominations shall be possible beginning at the next available nomination cycle for the effective date of the contract.
- (b) For biddable releases (less than 1 Year)
- (1) Offer for capacity release shall be tendered by 12:00 p.m. on a Business Day.
  - (2) Open season ends no later than 1:00 p.m. on a Business Day (evaluation period begins at 1:00 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken).
    - (i) evaluation period ends and award posting if no match required at 2:00 p.m.
    - (ii) Match or award is communicated by 2:00 p.m.
    - (iii) Match response by 2:30 p.m.
    - (iv) Where match is required, award posting shall be by 3:00 p.m.
  - (3) A contract will be issued within one (1) hour of award posting (with a new contract number, when applicable). Nominations possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)
- c) For biddable releases (1 Year or more)
- (1) Offer for capacity release shall be tendered by 12:00 p.m. four (4) Business Days before award.
  - (2) Open season ends no later than 1:00 p.m. on the Business Day before timely nominations are due (open season is three(3) Business Days).
    - (i) Evaluation period begins at 1:00 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken.
    - (ii) Evaluation period ends and award is posted, if no match is required, at 2:00 p.m.
    - (iii) Match or award is communicated by 2:00 p.m.
    - (iv) If required, a match response is due by 2:30 pm.
    - (v) Where match is required, award posting shall be by 3:00 p.m.
  - (3) A contract will be issued within one (1) hour of award posting (with a new contract number, when applicable). Nominations possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

Effective Date: / / Status: Pending

FERC Docket: RP09-333-000

**Original Sheet No. 145A** Original Sheet No. 145A

GENERAL TERMS AND CONDITIONS  
(Continued)

c) For biddable releases (more than 1 Year)

(1) Offer for capacity release shall be tendered by 12:00 p.m. four (4) Business Days before award.

(2) Open season ends no later than 1:00 p.m. on the Business Day before timely nominations are due (open season is three(3) Business Days.

(i) Evaluation period begins at 1:00 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken.

(ii) Evaluation period ends and award is posted, if no match is required, at 2:00 p.m.

(iii) Match or award is communicated by 2:00 p.m.

(iv) If required, a match response is due by 2:30 pm.

(v) Where match is required, award posting shall be by 3:00 p.m.

(3) A contract will be issued within one (1) hour of award posting (with a new contract number, when applicable). Nominations possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

Effective Date: / / Status: Pending  
FERC Docket: RP09-333-000

**Second Revised Sheet No. 146** Second Revised Sheet No. 146  
Superseding: First Revised Sheet No. 146

GENERAL TERMS AND CONDITIONS  
(Continued)

(d) Releases Not Subject To Bidding.

An open season is not required for: (a) a Prearranged Release for the maximum charge applicable to the capacity being released provided that the release term is more than one Year; (b) a Short-term Prearranged Release (31 Days or less; (c) a release to an asset manager (AMA), as defined by FERC regulations at 18 CFR 284.8; or (d) releases to a marketer participating in a state-regulated retail access program), as defined by FERC regulations at 18 CFR 284.8. When all other terms and conditions of the release are met, Releasing Shipper shall notify UTOS by providing the information pursuant to subsection 17.4, in accordance with the timeline stated in subsection 17.5 of this Section 17. All other provisions of this Section 17 shall apply, including Releasing Shipper's obligations under subsection 17.12 of this Section 17.

(e) Extension and Withdrawal of Release Proposal.

Once the term of the release hereunder has expired, the Releasing Shipper may not rollover, extend or in any way continue a release of capacity to the same Replacement Shipper under this provision until twenty-eight (28) days or more have elapsed since the termination of the prearranged release hereunder, with the exception of releases to an AMA or to a participant in a state-approved retail access program. A Releasing Shipper, including a Releasing Shipper with a Prearranged Transaction that is subject to competitive bidding, may withdraw its Release Proposal, at any time prior to the close of the bid period if such withdrawal is due to unanticipated circumstances and no minimum bid has been made. Release Proposals are binding until written notice or notice via UTOS' Interactive Internet Website is received by UTOS. Once the Release Proposal is withdrawn, the Release Proposal shall remain posted on UTOS' Interactive Internet Website for a period of thirty (30) days for monitoring and control purposes.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**Third Revised Sheet No. 146** Third Revised Sheet No. 146  
Superseding: Second Revised Sheet No. 146

GENERAL TERMS AND CONDITIONS  
(Continued)

(d) Releases Not Subject To Bidding.

An open season is not required for: (a) a Prearranged Release for the maximum charge applicable to the capacity being released provided that the release term is more than one Year; (b) a Short-term Prearranged Release (31 Days or less; (c) a release to an asset manager (AMA), as defined by FERC regulations at 18 CFR 284.8; or (d) releases to a marketer participating in a state-regulated retail access program), as defined by FERC regulations at 18 CFR 284.8. When all other terms and conditions of the release are met, Releasing Shipper shall notify UTOS by providing the information pursuant to subsection 17.4, in accordance with the timeline stated in subsection 17.5 of this Section 17. All other provisions of this Section 17 shall apply, including Releasing Shipper's obligations under subsection 17.12 of this Section 17.

(e) Extension and Withdrawal of Release Proposal.

Once the term of the release hereunder has expired, the Releasing Shipper may not rollover, extend or in any way continue a release of capacity to the same Replacement Shipper under this provision until twenty-eight (28) Days or more have elapsed since the termination of the prearranged release hereunder, with the exception of releases to an AMA or to a participant in a state-approved retail access program. A Releasing Shipper, including a Releasing Shipper with a Prearranged Transaction that is subject to competitive bidding, may withdraw its Release Proposal, at any time prior to the close of the bid period if such withdrawal is due to unanticipated circumstances and no minimum bid has been made. Release Proposals are binding until written notice or notice via UTOS' Interactive Internet Website is received by UTOS. Once the Release Proposal is withdrawn, the Release Proposal shall remain posted on UTOS' Interactive Internet Website for a period of thirty (30) Days for monitoring and control purposes.

*Effective Date: 08/01/2009 Status: Effective*  
*FERC Docket: RP09-815-000*

**First Revised Sheet No. 147** First Revised Sheet No. 147  
Superseding: Original Sheet No. 147

GENERAL TERMS AND CONDITIONS  
(Continued)

17.6 Bidding Procedures.

(a) Any person that has prequalified as a prospective Replacement Shipper under the provisions of this Section 17.6 ("Qualified Bidder") may submit a completed bid ("Qualified Bid") for available capacity under a Release Proposal posted pursuant to Section 17.5(a), during the applicable bid period. For purposes hereof, the applicable "bid period" shall be the same as the posting period specified in Section 17.5.

(b) UTOS will receive Qualified Bids for the posted Release Proposal for the entire initial or successive bid period. A Qualified Bid may be communicated to UTOS by facsimile, or UTOS' Interactive Internet Website. The date of receipt will be recorded for each Qualified Bid.

(c) Qualified Bid must be submitted on the UTOS Qualified Bid Form, as set forth on Sheet Nos. 308-310 of this tariff, and must include the following information:

(i) The Qualified Bidder's legal name and the name, title, address, telephone number, and facsimile number of the person responsible for authorizing the acquisition of capacity;

(ii) Identification of the posted Release Proposal for which the Qualifying Bid is being made.

(iii) The amount of capacity being requested, by receipt point, delivery point, and in total, within the limits specified in the Release Proposal;

(iv) The proposed commencement date and period of time for which capacity is requested, within the limits specified in the Release Proposal;

(v) The reservation charge, or equivalent volumetric reservation rate, if applicable, that the Qualified Bidder proposes to pay for the capacity, expressed in a form consistent with Section 17.4(e);

(vi) Whether the bid is a contingent bid and the contingency which must be satisfied, and the date by which such contingency must be satisfied;

(vii) A statement that the Qualified Bidder will accept all terms and conditions of the Release Proposal that are not deemed negotiable by the Releasing Shipper;

Effective Date: 08/01/2009 Status: Effective

FERC Docket: RP09-815-000

**Second Revised Sheet No. 148** Second Revised Sheet No. 148  
Superseding: First Revised Sheet No. 148

GENERAL TERMS AND CONDITIONS  
(Continued)

(viii) A statement that the Qualified Bidder will execute a contract in the form, and within any time period, specified in this Tariff.

(ix) A statement that the Qualified Bidder grants to UTOS its permission and approval to notify the Releasing Shipper (even when such Releasing Shipper is an Energy Affiliate of the Transporter) of certain credit related information specified under Section 17.13 of the General Terms and Conditions of this Tariff.

(d) A Qualified Bidder may, at any time prior to close of the bidding period, withdraw its bid by notification by mail, facsimile, or UTOS' Interactive Internet Website. If a bid is withdrawn, Qualified Bidder may submit a higher bid, but not a lower bid, on the same capacity. Only one bid may be maintained at a time. A winning bid becomes final if not withdrawn prior to close of the bidding period.

(e) All Qualified Bids must be consistent with the limitations on releases set forth in subsection 17.2 of this Section 17.

(f) Unless the Qualified Bid states otherwise, a Qualified Bid for UTOS' maximum reservation charge, or higher if applicable pursuant to Section 17.2(d) hereof, shall be deemed to include all non-commodity based charges provided under UTOS' tariff for the capacity to be released, including, but not limited to, any F.E.R.C. Order No. 636 transition costs attributable to the capacity to be released. Unless the Qualified Bid states otherwise, a Qualified Bid for a reservation charge less than UTOS' maximum reservation charge shall not include any such non-commodity based charges not directly included in the reservation charge stated in UTOS' tariff.

(g) The Qualified Bid must commit to payment of the maximum commodity charge for Rate Schedule FT service, as set forth on Sheet No. 4 of this tariff, in connection with use of the capacity to be released, as well as all other applicable add-on charges and surcharges under UTOS' tariff, including, but not limited to, any F.E.R.C. Order No. 636 commodity-based transition cost recovery surcharge.

17.7 Procedures for Allocation of Released Capacity.

(a) UTOS shall rank all bids and select the "best bid" as defined in subsection 17.7(b) from among the bids received. However, if more than one bidder submits the "best bid", the first bidder in time, inclusive of the Prearranged Shipper, shall be selected and posted as the "best bid", unless the Releasing Shipper specifies another tie-breaking methodology in its Release Proposal. If multiple bids meeting minimum conditions have been submitted, bids shall be awarded best bid first, until all offered capacity is awarded. Any bid submitted for released capacity pursuant to Section 17.6 may state that its acceptance is contingent; provided, the Release Proposal allows the submission of

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**First Revised Sheet No. 149** First Revised Sheet No. 149  
Superseding: Original Sheet No. 149

GENERAL TERMS AND CONDITIONS  
(Continued)

contingent bids pursuant to Section 17.4. The Replacement or Prearranged Shipper submitting the contingent bid shall have a reasonable time, as specified by the Releasing Shipper, within which to eliminate the contingency or withdraw its bid. The Replacement or Prearranged Shipper may eliminate the contingency by notifying UTOS of such elimination via UTOS' Interactive Internet Website no later than 3 p.m. Central Time on the Business Day prior to the nomination deadline for the effective date of the release. If the Replacement or Prearranged Shipper fails to notify UTOS that the contingency is not eliminated within such time, such contingent bid shall be deemed rejected by UTOS for failure to eliminate the contingency in accordance with the Releasing Shipper's Release Proposal. Any Replacement Shipper may make an upward revision to or withdraw its bid during the bid period; provided, UTOS will allow any Prearranged Shipper to match, in accordance with Section 17.7(c), the "best bid" after the close of the bid period; however, if the Replacement Shipper submits more than one bid for the same capacity, the lower bid will automatically expire. Replacement Shipper shall not have the opportunity to use its ability to withdraw its bid in order to submit a lower bid, if its submitted bid is higher than necessary to obtain the capacity.

(b) "Best Bid". The "best bid" shall be (1) determined in accordance with the bid evaluation method specified by the Releasing Shipper pursuant to Section 17.4; or (2) in the event the Releasing Shipper elects not to submit a bid evaluation method, the "best bid" shall be selected from among the Qualified Bid(s) received during the bid period, including any extension thereof, in accordance with the following procedures:

(i) UTOS shall calculate the Net Present Value of all Qualified Bids and applicable Prearranged Transactions by applying the proposed reservation charge to the amount of capacity proposed to be taken for the proposed duration of the capacity release transaction, and discounting resultant dollar figure to present value on the basis of the Federal Energy Regulatory Commission interest rate described in 18 CFR 2154.501(d)(1) that is in effect on the date that the calculation is made for all competing Qualified bids and Prearranged Transactions. This calculation is expressed in the following formula:

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**First Revised Sheet No. 150** First Revised Sheet No. 150  
Superseding: Original Sheet No. 150

GENERAL TERMS AND CONDITIONS  
(Continued)

$$r \times \frac{1 - (1+i)^{-N}}{i} \times U = \text{Net Present Value}^{-n}$$

Where: i = The interest rate per Month;  
N = The number of Months in the term of the proposed agreement;  
R = The proposed reservation charge per unit per Month or volumetric rate, if applicable; and  
U = The maximum daily quantity of capacity requested, in Dth.

(ii) In the event both a contingent Qualified Bid and a non-contingent Qualified Bid generate the same Net Present Value, UTOS shall reject the contingent Qualified Bid.

(iii) The Qualified Bid or applicable Prearranged Transaction with the highest Net Present Value shall be the winning bid, except that any Qualified Bid with a higher Net Present Value than a Prearranged Transaction for the same capacity shall be subject to the right of first refusal of the Prearranged Shipper in that Prearranged Transaction under subsection 17.7(c) of this Section 17.

(iv) If, following identification of the highest-value Qualified Bid or Prearranged Transaction, the capacity that remains available for release under the Release Proposal is greater than the capacity requested in the Qualified Bid or Prearranged Transaction with the next highest Net Present Value, then capacity shall also be awarded to such next highest bid. This procedure shall continue until the award of capacity to a Qualified Bid or Prearranged Transaction with the next highest Net Present Value would cause the remaining available capacity under the Release Proposal to be exceeded.

(c) Right of First Refusal of Prearranged Shipper. If the procedures described in subsection 17.7(a) or 17.7(b) result in selection of a Qualified Bid with a higher value than a Prearranged Transaction for the same capacity, then UTOS shall provide the Prearranged Shipper in the Prearranged Transaction with the terms and conditions of such highest-value Qualified Bid. Such information shall be communicated via UTOS' Interactive Internet Website by 3 p.m. Central Time on the Business Day prior to the nomination deadline applicable to the effective date of the release. If the Prearranged Shipper elects to match the highest-value

*Effective Date: 08/01/2009 Status: Effective*  
*FERC Docket: RP09-815-000*

**First Revised Sheet No. 151** First Revised Sheet No. 151  
Superseding: Original Sheet No. 151

GENERAL TERMS AND CONDITIONS  
(Continued)

Qualified Bid, it shall inform UTOS via UTOS' Interactive Internet Website by 4 p.m. Central Time on the Business Day prior to the nomination deadline applicable to the effective date of the release, of its unconditional agreement to match or exceed such terms and conditions. A Prearranged Shipper that matches or exceeds a highest-value Qualified Bid shall be granted the first award of available capacity under the Release Proposal. If the Prearranged Shipper declines to match the highest-value Qualified Bid, then the first award of available capacity shall be granted to the Qualified Bidder that made such highest-value Qualified Bid.

(d) Notification of Winners. UTOS shall notify winning Qualified Bidders and/or Prearranged Shippers, via UTOS' Interactive Internet Website by 5 p.m. Central Time on the Business Day prior to the nomination deadline applicable to the effective date of the release, of their award of capacity. An award of released capacity shall be deemed to occur on the date that such notification occurs, or, in the case of a short-term Prearranged Transaction, on the date that UTOS receives the associated Release Proposal from the Releasing Shipper. The effective date of the release shall be determined in accordance with Section 17.8.

(e) UTOS shall post the winning bid, including the name of the winning bidder, on its Interactive Internet Website for five (5) Days.

17.8 Effecting Service for the Replacement Shipper.

(a) A release of capacity under this Section 17 shall become effective on the later of: (1) the date specified for such release in the Release Proposal/Prearranged Transaction, as applicable; (2) the date that UTOS receives a Rate Schedule FT Transportation Agreement that has been executed by the Replacement Shipper, and that includes specification of the MDQ, receipt point entitlements, and delivery point entitlements that have been released to that Replacement Shipper; or (3) the date the completed release of capacity is posted on UTOS' Interactive Internet Website. UTOS will not commence transportation service under an effective release of capacity before timely nomination has been scheduled.

*Effective Date: 08/01/2009 Status: Effective*  
*FERC Docket: RP09-815-000*

**First Revised Sheet No. 152** First Revised Sheet No. 152  
Superseding: Original Sheet No. 152

GENERAL TERMS AND CONDITIONS  
(Continued)

(b) UTOS shall provide for the electronic execution and tender of all documents required in this Section 17.8 through its Interactive Internet Website; provided, however, that UTOS may also require a fully executed written agreement.

17.9 Posting of Requests for Released Capacity. A prospective Replacement Shipper that wants to make a request for released firm capacity ("Release Request") may inform UTOS, by mail, facsimile, or UTOS' Interactive Internet Website, of the specific terms and conditions of the Release Request. Upon receipt of the tendered Release Request, UTOS will post the Release Request in accordance with the following procedures:

(a) The Release Request must be made on the UTOS Release Request Form, as set forth on Sheet No. 316-319 of this tariff, and must include the following information:

(i) The prospective Replacement Shipper's legal name, and the name, title, address, telephone number, and facsimile number of the individual responsible for the Release Request;

(ii) The amount of firm capacity, by receipt point, delivery point, and in total, that the prospective Replacement Shipper wants to acquire;

(iii) The proposed effective date and term of the desired acquisition of capacity;

(iv) The maximum reservation charge, or volumetric reservation rate equivalent thereof, that the prospective Replacement Shipper is willing to pay for the capacity; and

(v) Any other terms or conditions that the prospective Replacement Shipper deems essential to the Release Request, provided, that any such terms or conditions must be consistent with the terms and conditions of this tariff.

(b) A Release Request that conforms to the requirements of subsection 17.9(a) of this Section 17, that is received by UTOS no later than 12:00 noon Central Time on a Business Day, and for which the posting fee has been paid, will be posted on UTOS' Interactive Internet Website beginning on the following Business Day.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**Second Revised Sheet No. 153** Second Revised Sheet No. 153  
Superseding: Substitute First Revised Sheet No. 153

GENERAL TERMS AND CONDITIONS  
(Continued)

(c) The posting of the Release Request will continue for a period of 30 Days, except that the prospective Replacement Shipper may request that it be removed, or that the posting be extended for an additional 30 Day period, at any time prior to the end of the period.

(d) Any agreement for the release of capacity between a Releasing Shipper and the prospective Replacement Shipper that posted the Release Request shall be subject to all requirements of this Section 17 that pertain to such a transaction, including the applicable posting and competitive bid requirements of subsections 17.4, 17.5, and 17.6.

17.10 Active Marketing of Release Proposals By UTOS. If a Releasing Shipper requests that UTOS actively market its Release Proposal, UTOS will inform the Releasing Shipper whether UTOS is willing to pursue the possibility of providing active marketing service. UTOS and the Releasing Shipper shall negotiate the terms of any marketing service to be provided by UTOS and the marketing fee to be paid UTOS for such service. UTOS shall be under no obligation to actively market a Release Proposal on terms to which it has not agreed.

17.11 Qualification for Participation in the Capacity Release Program.

(a) In order to qualify for participation in a Prearranged Transaction or to submit a Qualified Bid for a posted Release Proposal, a prospective Replacement Shipper must first:

(i) Demonstrate, to UTOS' reasonable satisfaction, that it is creditworthy in accordance with Sections 2.2(k) and 5 of the General Terms and Conditions of this tariff; and

(ii) Provide to UTOS a statement of its willingness and ability to execute a Transportation Agreement for firm transportation service that conforms to Rate Schedule FT of this tariff.

(b) UTOS reserves the right to request additional or renewed credit evaluation materials at any time for the purpose of reviewing a completed creditworthiness evaluation.

(c) UTOS shall not award capacity release offers to the Replacement Shipper until and unless the Replacement Shipper meets the Transporter's creditworthiness requirements applicable to all services that it receives from the Transporter, including the service represented by the capacity release.

GENERAL TERMS AND CONDITIONS  
(Continued)

- 17.12 Rights and Obligations of the Releasing Shipper and the Replacement Shipper.
- (a) General Commitment of Replacement Shipper. By acquiring released capacity, a Replacement Shipper agrees that it will comply with all of the provisions of this tariff, the terms and conditions of the executed Rate Schedule FT Transportation Agreement, and the applicable orders, rules, and regulations of the Federal Energy Regulatory Commission. The Replacement Shipper shall remain fully liable to UTOS at the end of the term of the release transaction for all responsibilities under its Transportation Agreement with UTOS, including, but not limited to, all charges incurred by the Replacement Shipper.
  - (b) Continuing Obligations of Releasing Shipper. The original Releasing Shipper in any sequence of one or more releases involving the same capacity ("Original Releasing Shipper") shall continue to be liable for all reservation charges associated with the released capacity, up to the reservation charge specified in the Original Releasing Shipper's underlying Rate Schedule FT Transportation Agreement with UTOS. If any Releasing Shipper agrees to accept a bid from a Replacement Shipper that specifies a reservation charge that is lower than the reservation charge under the Transportation Agreement between the Releasing Shipper and UTOS, the Releasing Shipper shall remain liable to pay the balance to UTOS. By releasing firm capacity to a Replacement Shipper, the Releasing Shipper recognizes and agrees that such release shall reduce the Releasing Shipper's firm capacity rights under its underlying Transportation Agreement with UTOS during the term of the release, beginning on the effective date thereof, except for any period that the released capacity is recalled by the Releasing Shipper.
  - (c) Release By Replacement Shipper. A release of capacity by a Replacement Shipper shall not relieve the Original Releasing Shipper, or any Replacement Shipper in the sequence of releases between the Original Releasing Shipper and the Replacement Shipper holding the capacity, of their obligations under this Tariff or their respective Transportation Agreements with UTOS. Re-releases may be on the same terms and conditions as the primary release (except as prohibited by F.E.R.C. regulations).
  - (d) Changes in Receipt or Delivery Points. A Releasing Shipper may include in its Release Proposal restrictions on the Replacement Shipper's ability to modify primary receipt and delivery points in its Transportation Agreement with UTOS. In the absence of any such restrictions, the Releasing Shipper shall be deemed to have amended its Transportation Agreement to incorporate the changes to primary receipt and delivery points made effective by any Replacement Shipper in the sequence of releases between the Original Releasing Shipper and the Replacement Shipper holding the capacity.

GENERAL TERMS AND CONDITIONS  
(Continued)

- (e) Right of Recall. Releasing Shipper(s) may, to the extent permitted as a condition of the capacity release, recall released capacity (scheduled or unscheduled) at the Timely Nomination Cycle and the Evening Nomination Cycle, and recall unscheduled released capacity at the Intra-day 1 and Intra-day 2 Nomination Cycles by providing notice to UTOS by the following times for each cycle: 8 a.m. CCT for the Timely Nomination cycle; 5:00 p.m. CCT for the Evening Nomination Cycle; 8:00 a.m. CCT for the Intra-day 1 Nomination Cycle, and 3:00 p.m. CCT for the Intra-day 2 Nomination Cycle. Notification to Replacement Shipper(s) shall be provided by UTOS within one hour of receipt of recall notification.
- (f) Permanent Release. If a Releasing Shipper releases capacity for the remaining term of its Transportation Agreement and the Replacement Shipper has agreed to pay the maximum rates, or higher if applicable pursuant to Section 17.2(d) hereof, and executes a Transportation Agreement with UTOS where under all of the Releasing Shipper's obligations have been assumed, the Releasing Shipper may request from UTOS a release from its obligations under the underlying Transportation Agreement; subject to the approval of UTOS' creditors to whom said Transportation Agreement has been pledged, UTOS shall act on Releasing Shipper's request for release from its obligations on anon-discriminatory basis, and shall not unreasonably withhold approval thereof. Inasmuch as the Replacement Shipper must at all times meet UTOS' creditworthiness standard under Section 5 of the General Terms and Conditions, the criteria for creditors' approval shall generally be satisfied thereby, absent extenuating circumstances.
- (g) Billing. UTOS shall bill the Replacement Shipper the rate specified in the Transportation Agreement and any other applicable charges and such Replacement Shipper shall pay the billed amounts directly to UTOS. Further, the Replacement Shipper who has acquired capacity on a volumetric reservation charge shall be billed the daily reservation charge plus the commodity rate and all applicable surcharges times the volumes actually transported. Releasing Shipper shall be billed the reservation charge and reservation surcharge, if any, associated with the released capacity

*Effective Date: 08/01/2009 Status: Effective*  
*FERC Docket: RP09-815-000*

**Third Revised Sheet No. 156** Third Revised Sheet No. 156  
Superseding: Second Revised Sheet No. 156

GENERAL TERMS AND CONDITIONS  
(Continued)

pursuant to its contract, with a concurrent conditional credit for payment of the reservation charge and reservation surcharge due from the Replacement Shipper. This bill shall include an itemization of credits and adjustments associated with each release transaction. Releasing Shipper shall also be billed a marketing fee, if applicable, pursuant to the provisions of subsection 17.10 of this Section 17. A Replacement Shipper who re-releases acquired capacity shall pay to UTOS a marketing fee, if applicable. If a Replacement Shipper does not make payment to UTOS of the reservation charge and reservation surcharge, if any, due as set forth in Section 10 of the General Terms and Conditions, UTOS shall notify the Releasing Shipper of the amount due, including all applicable late charges authorized by Section 10 of the General Terms and Conditions and such amount shall be paid by the Releasing Shipper. In addition, Releasing Shipper may terminate the release of capacity to a Replacement Shipper if such Replacement Shipper fails to pay all of the amount of any bill for Gas delivered under the executed Transportation Agreement when such amount is due. Once terminated, capacity and all applicable charges shall revert to the Releasing Shipper. All payments received from a Replacement Shipper shall first be applied to the reservation charge due for the transportation service and then to any reservation surcharge, including late charges related solely to such reservation charges, then to any penalty due, then to usage charges, and last to late charges not related to any reservation charges due.

If the Transportation Agreement between UTOS and the Replacement Shipper specifies a reservation charge for the released capacity that is higher than the reservation charge specified in the underlying Transportation Agreement with UTOS and the Releasing Shipper, then any revenues that UTOS collects from the Replacement Shipper that are based on the difference between the specified reservation charges which remain after payment of the items specified in the last sentence of the immediately preceding paragraph shall be credited to the Releasing Shipper.

*Effective Date: 08/01/2009 Status: Effective*  
*FERC Docket: RP09-815-000*

**Original Sheet No. 156A** Original Sheet No. 156A

GENERAL TERMS AND CONDITIONS  
(Continued)

17.13 Notice to Releasing Shipper of Replacement Shipper's creditworthy status

UTOS should provide the original Releasing Shipper with Internet E-mail notification reasonably proximate in time with any of the following formal notices given by the Transporter to the Releasing Shipper's Replacement Shipper(s), of the following:

(1) Notice to the Replacement Shipper regarding the Replacement Shipper's past due, deficiency or default status pursuant to the Transporter's Tariff;

(2) Notice to the Replacement Shipper regarding the Replacement Shipper's suspension of service notice;

(3) Notice to the Replacement Shipper regarding the Replacement Shipper's contract termination notice due to default or credit-related issues; and

(4) Notice to the Replacement Shipper that the Replacement Shipper(s) is no longer creditworthy and has not provided credit alternatives(s) pursuant to the Transporter's Tariff.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**Third Revised Sheet No. 157** Third Revised Sheet No. 157  
Superseding: Second Revised Sheet No. 157

GENERAL TERMS AND CONDITIONS  
(Continued)

17.14 Conversion between Monthly and Daily Reservation Rates. Converting a daily rate to a monthly rate is accomplished by multiplying the daily rate times the number of Days in the rate period, dividing the result by the number of Months in the rate period, taking the remainder out to 5 decimal places, and rounding up or down to Transporter's specified decimal place.

Converting a monthly rate to a daily rate is accomplished by multiplying the monthly rate by the number of Months in the rate period, dividing the result by the number of Days in the rate period, taking the remainder out to 5 decimal places, and rounding up or down to the Transporter's specified decimal place.

17.15 Capacity release historical data shall be made available on a consistent basis by UTOS which should provide for retrieval of open and closed offers during the FERC archival period.

18. ASSIGNMENT OF CAPACITY TO CUSTOMERS OF DOWNSTREAM PIPELINES

18.1 Eligibility. Subject to the procedures and conditions set forth in the following subsections of this Section 18, any interstate natural Gas pipeline company that: (1) offers transportation service on a firm basis under Subpart B or G of the Federal Energy Regulatory Commission's Regulations in 18 CFR Part 284; (2) owns and operates interstate pipeline facilities downstream from UTOS' facilities at Johnson's Bayou, Cameron Parish, Louisiana, and (3) holds firm capacity on the UTOS System under a Transportation Agreement with UTOS, may assign all such rights, or a part thereof, to its own firm customer(s) served by its downstream facilities. Any such interstate pipeline shipper that seeks to assign firm capacity rights is hereinafter referred to as an "Assigning Shipper". The downstream firm customer to whom such rights are assigned is hereinafter referred to as the "Replacement Downstream Shipper."

18.2 Limitations on Assignments. Any proposed assignment of capacity under this Section 18 shall be subject to the following limitations:

(a) Qualification of Replacement Downstream Shipper. Any prospective Replacement downstream Shipper that would take assigned capacity must qualify for such assignment under the requirements of subsection 18.5 of this Section 18.

(b) Permanence of the Assignment. Any assignment of capacity shall be permanent, and shall not be subject to recall by the Assigning Shipper.

(c) Volume of Assignment. Any assignment of capacity must be in an amount of no less than 100 Dth at any specific receipt point, and no more than the Assigning Shipper is entitled to, by receipt point, delivery point, and in total, under its Transportation Agreement with UTOS.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**First Revised Sheet No. 158** First Revised Sheet No. 158  
Superseding: Original Sheet No. 158

GENERAL TERMS AND CONDITIONS  
(Continued)

(d) Terms and Conditions of Assignment. A Replacement Downstream Shipper that takes assigned capacity must accept all of the terms and conditions of the Assigning Shipper's Transportation Agreement with UTOS, including the remaining primary term thereof. A Replacement Downstream Shipper that takes assigned capacity shall execute a Rate Schedule FT Transportation Agreement with UTOS covering use of the assigned capacity.

(e) Provision Regarding Continuing Obligation of Assigning Shipper. The Assigning Shipper may request from UTOS a release from its obligations under the Assigning Shipper's Transportation Agreement with UTOS; subject to the approval of UTOS' creditors to whom said Transportation Agreement has been pledged, UTOS shall act on Assigning Shipper's request for release from its obligations on a non-discriminatory basis, and shall not unreasonably withhold approval thereof. Inasmuch as the Replacement Shipper must at all times meet UTOS' creditworthiness standard under Section 5 of this Tariff, the criteria for creditors' approval shall generally be satisfied thereby, absent extenuating circumstances.

18.3 Communications With UTOS. Any communication with UTOS under this Section 18, including any Assignment Proposal under subsection 18.6, must be addressed to the following official:

Enbridge Offshore Pipelines (UTOS) LLC  
1100 Louisiana, Suite 3300  
Houston, Texas 77002

Attention: Asset Management - Regulated

Effective Date: 08/01/2009 Status: Effective

FERC Docket: RP09-815-000

**Second Revised Sheet No. 159** Second Revised Sheet No. 159  
Superseding: First Revised Sheet No. 159

GENERAL TERMS AND CONDITIONS

18.4 Procedures for Qualification.

(a) In order to qualify for an assignment of capacity, a prospective Replacement Downstream Shipper must first:

(i) Demonstrate, to UTOS' reasonable satisfaction, that it is creditworthy in accordance with Section 5 of the General Terms and Conditions of this tariff; and

(ii) Tender to UTOS executed copies of a Transportation Agreement for firm transportation service that conforms to the terms and conditions of the Transportation Agreement between UTOS and the Assigning Shipper.

(b) In the interest of expediting the qualification procedures, a prospective Replacement Downstream Shipper may submit to UTOS the credit evaluation materials described in Section 5 of the General Terms and Conditions of this tariff, and the executed documents described in this Section 18.4, in advance of the submittal by the Assigning Shipper of the required information on the proposed assignment, as described in Section 18.5.

(c) UTOS reserves the right to request additional or renewed credit evaluation materials at any time for the purpose of reviewing a completed creditworthiness evaluation.

(d) Upon completion of the qualification review process, UTOS will promptly notify the Assigning Shipper and the prospective Replacement Downstream Shipper, by facsimile, whether the proposed assignment has been accepted. Approved assignments will be effected in accordance with the procedures of this Section 18.

18.5 Making the Assignment Proposal. Any Assigning Shipper that wants to make a proposal to assign firm capacity ("Assignment Proposal"), must inform UTOS by mail or facsimile, of the particulars of the Assignment Proposal. The information provided to UTOS by the Assigning Shipper must be provided on the UTOS Assignment Proposal Form, as set forth on Sheet Nos. 320-323 of this tariff, and must include the following:

(a) The Assigning Shipper's legal name, and the name, title, address, telephone number, and facsimile number of the individual responsible for authorizing the assignment;

*Effective Date: 08/01/2009 Status: Effective*  
*FERC Docket: RP09-815-000*

**First Revised Sheet No. 160** First Revised Sheet No. 160  
Superseding: Original Sheet No. 160

GENERAL TERMS AND CONDITIONS  
(Continued)

(b) The prospective Releasing Shipper's legal name, and the name, title, address, telephone number, and facsimile number of the individual responsible for consummating the assignment for the prospective Replacement Downstream Shipper;

(c) The date and UTOS rate schedule designation of the Transportation Agreement under which firm capacity would be assigned;

(d) The amount of firm capacity, by receipt point, delivery point, and in total, that would be assigned; and

(e) The proposed effective date for the assignment.

18.6 Effecting Service for the Replacement Downstream Shipper.

(a) An assignment of capacity under this Section 18 shall become effective on the later of: (1) the effective date specified in the Assignment proposal; or (2) the date that is one Business Day after UTOS notifies the Assigning Shipper and the Replacement Downstream Shipper that the assignment has been accepted, pursuant to this Section 18. UTOS will not commence transportation service under an effective assignment of capacity before the date that is at least one Business Day after UTOS receives from the Replacement Downstream Shipper or its Nominating Agent a completed copy of the Nomination Request Form set forth on Sheet No. 324 of this tariff.

(b) After UTOS has made a determination that an Assignment Proposal will be accepted, UTOS shall execute the Transportation Agreement tendered by the Replacement Downstream Shipper. UTOS shall send copies of the fully-executed Transportation Agreement to the Replacement Downstream Shipper and the Assigning Shipper.

18.7 Rights and Obligations of the Assigning Shipper and the Replacement Downstream Shipper.

(a) General Commitment of Replacement Downstream Shipper. By acquiring assigned capacity, a Replacement Downstream Shipper agrees that it will comply with all of the provisions of this tariff, the terms and conditions of the executed Transportation Agreement, and the applicable orders, rules, and regulations of the Federal Energy Regulatory Commission.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**First Revised Sheet No. 161** First Revised Sheet No. 161  
Superseding: Original Sheet No. 161

GENERAL TERMS AND CONDITIONS

(b) Continuing Responsibility of the Assigning Shipper. Unless the Assigning Shipper requests and is granted a release from its obligations under its Transportation Agreement with UTOS, the Assigning Shipper shall be subject to the continuing liability and responsibility for all charges associated with the assigned capacity, as stated in this Section 18. In assigning firm capacity to a Replacement Downstream Shipper, the Assigning Shipper recognizes and agrees that such assignment shall reduce the Assigning Shipper's firm capacity rights under its underlying Transportation Agreement with UTOS, beginning on the effective date of the assignment.

(c) Release By Replacement Downstream Shipper. A release of assigned capacity by a Replacement Downstream Shipper under the capacity release provisions of Section 17 of this tariff shall not relieve the Assigning Shipper, or any Replacement Shipper in the sequence of assignment and releases between the Assigning Shipper and the Replacement Shipper holding the capacity, of their obligations under this tariff or their respective Transportation Agreements with UTOS.

(d) Billing.

(i) UTOS shall bill a Replacement Downstream Shipper for all applicable rates and charges under the Transportation Agreement between UTOS and the Replacement Downstream Shipper, and the Replacement Downstream Shipper shall pay the billed amounts directly to UTOS.

(ii) Payments received by UTOS from a Replacement Downstream Shipper shall be applied to amounts owed in the following order: (1) any penalty that is due; (2) late charges; (3) interruptible overrun service charges; (4) commodity-based charges; and (5) reservation charges.

(iii) If a Replacement Downstream Shipper fails to pay UTOS all of the charges due under its Transportation Agreement with UTOS, then UTOS shall notify the Assigning Shipper of the amount due, including any late charges, and the Assigning Shipper shall pay such amount to UTOS. If UTOS subsequently receives any payment of the amount billed from the delinquent Replacement Downstream Shipper, the amount of such payment shall be credited to the Assigning Shipper.

*Effective Date: 08/01/2009 Status: Effective*  
*FERC Docket: RP09-815-000*

**Third Revised Sheet No. 162** Third Revised Sheet No. 162  
Superseding: Second Revised Sheet No. 162

GENERAL TERMS AND CONDITIONS

19. CONSTRUCTION OF DELIVERY LATERALS

Unless otherwise agreed to in writing, UTOS shall not be required to construct, own, or operate delivery lateral facilities. In the event that UTOS does agree to construct, own, or operate delivery lateral facilities, it will do so in a non-discriminatory manner, and UTOS may require the reimbursement of the costs associated therewith as agreed to by the parties. Nothing herein shall require UTOS to file an application for a certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act, nor shall anything herein be construed to authorize the filing of such an application by others on its behalf.

Moreover, nothing herein shall prevent UTOS from contesting an application for service filed pursuant to Section 7(a) of the Natural Gas Act. UTOS reserves the right to seek a waiver of the policy set forth herein for good cause shown.

20. INFORMATION AND COMMUNICATIONS REGARDING SERVICES

This Section describes the information UTOS will make available pursuant to Order Nos. 497 et al., and Order Nos. 636 et al. and the procedures through which the information will be made available.

20.1 General

UTOS shall maintain an Interactive Internet Website for the purpose of providing its Shippers and third parties equal and timely access to UTOS' transportation log, and on information relevant to the availability of capacity on UTOS' System. UTOS shall also provide each Shipper access through its Interactive Internet Website to information related to activity under its agreement with UTOS, such as nominations, scheduled quantities, allocations and estimated imbalances as the information is confirmed. Furthermore, UTOS shall administer each Shipper's release of capacity as more particularly described in Section 17 hereof, through its Interactive Internet Website and shall provide to Shipper other interactive capabilities. All forms set forth or referenced in the Tariff will also be maintained on UTOS' Interactive Internet Website for Shipper's use.

GENERAL TERMS AND CONDITIONS  
(Continued)

20.2 Submission of Information and Communications

Unless specifically provided otherwise in this Tariff, the generic provisions of this Tariff requiring that notices, requests, and other communications be in writing may be satisfied by Shipper through submission of such communications over UTOS' Interactive Internet Website. UTOS shall provide the documents requested by Shipper over its Interactive Internet Website by 9:00 a.m. CCT on a Business Day when the Shipper's request is received prior to 3:00 p.m. CCT on the prior Business Day. Transportation Service Agreement specific notices requiring communications to be in writing remain unchanged unless mutually agreed to otherwise by the parties. Electronic Communications in Electronic Data Interchange ASCX12 ("EDI") format may also be transmitted via UTOS' Interactive Internet Website. Submission of information and communications through UTOS' Interactive Internet Website shall be legally binding on Shipper and UTOS.

20.3 Access to the Interactive Internet Website

(a) A Shipper may communicate with UTOS via the Interactive Internet Website by:

(i) acquiring compatible PC capability; and

(ii) executing the Interactive Internet Website Agreement with UTOS; and

(iii) receiving a user identification number for accessing the System.

GENERAL TERMS AND CONDITIONS  
(Continued)

21. NEW FACILITIES COSTS

UTOS shall be entitled to submit filings under Section 4 of the Natural Gas Act and the Commission's Regulations and to recover capital costs of new facilities incurred as a result of the restructuring of UTOS' services pursuant to the provisions of Order Nos. 636 et seq. Such costs shall include, but not be limited to, electronic measurement and communication facilities; flow control equipment; other facility costs (including pre-tax rate of return times net rate base; depreciation; and an allowance for ad valorem taxes).

22. DISCOUNT POLICY

- (a) In the event that UTOS agrees to discount its rate to Shipper below UTOS' maximum rate under UTOS' Rate Schedules, the following discount terms may be reflected on the applicable Transportation Agreements and will apply without the discount constituting a material deviation from UTOS' applicable pro forma Transportation Agreements; provided, however, that any such discounted rates set forth below shall be between the minimum and maximum rates applicable to the service provided under the applicable Rate Schedule. UTOS and Shipper may agree that a specified discounted rate will apply under the following conditions:
- (i) to specified quantities under Shipper's Transportation Agreement(s);
  - (ii) to specified quantities above or below a certain level or all quantities if quantities exceed a certain level;
  - (iii) in a specified relationship to quantities actually transported (i.e., that the Reservation Charge will be adjusted in a specified relationship to quantities actually transported);
  - (iv) to specified quantities during specified periods of time or during specified periods of the year;
  - (v) to specified quantities at specific Point(s) of Receipt or Point(s) of Delivery;
  - (vi) to production reserves committed or dedicated by Shipper; and/or
  - (vii) that a specific discounted rate is based on published index prices for specific Point(s) of Receipt and/or Point(s) of Delivery or other agreed-upon published pricing reference points (such discounted rate may be based upon the differential between published prices or arrived at by formula). Any agreement containing such discounted rate shall specify the rate component(s) to be discounted (i.e., Demand Rate or Commodity Rate or both), and any formula will provide a reservation rate per unit of contract demand (Maximum Daily Quantity). To the extent the firm Reservation Rate is discounted, the index price differential rate formula shall be calculated to state a rate per Dth. Furthermore, such discount shall not change the underlying rate design of the service being provided or include any minimum bill or maximum take provision that would have the effect of guaranteeing revenue.

In addition, the discount agreement may include a provision that if one rate component which was at or below the applicable maximum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate or is less than the applicable minimum rate due to a change in UTOS' maximum (minimum) rates so that such rate component must be adjusted downward (upward) to equal the new applicable maximum (minimum) rate, the other rate components may be adjusted upward (downward) to achieve the agreed overall rate, so long as none of the resulting rate components exceed the maximum rate or are less than the minimum rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised tariff sheets. Nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during

**Original Sheet No. 163A** Original Sheet No. 163A : Effective

which rates which had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

- (b) To the extent that UTOS elects to provide service pursuant to this FERC Gas Tariff at a discounted rate, transportation rate components shall be discounted in the following order:
  - (i) The Reservation Rate component, if applicable, shall be the first component discounted and shall be the only component discounted until such component has been reduced to the level established as the Minimum Rate for the applicable Rate Schedule, but in no case shall UTOS discount to a level which would allow the Reservation Rate component to equate to less than a Minimum Rate specified by UTOS for the applicable Rate Schedule.
  - (ii) The Commodity Rate component shall be the next component discounted and it shall be discounted until such component has been reduced to the level established as the Minimum Rate for the applicable Rate Schedule, but in no case shall UTOS discount to a level which would allow the Commodity Rate component to equate to less than the Minimum Rate specified by UTOS for the applicable Rate Schedule.

23. PERIODIC REPORTS

UTOS is required to file no periodic reports pursuant to Commission order or to a settlement in a proceeding initiated under Parts 154 or 284 of the regulations of the Federal Energy Regulatory Commission.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-620-000

**Fifth Revised Sheet No. 164** Fifth Revised Sheet No. 164  
Superseding: Substitute Fourth Revised Sheet No. 164

GENERAL TERMS AND CONDITIONS  
(Continued)

24. NORTH AMERICAN ENERGY STANDARDS BOARD (NAESB) STANDARDS

(a) Pursuant to Order No. 587, et al. promulgated by the FERC in Docket No. RM96-1, for NAESB Wholesale Gas Quadrant (WGQ) Standards that do not otherwise require implementing tariff provisions, the following NAESB WGQ Standards (and the Standards contained in WGQ's Recommendations R03035 (A) and the Affiliate Order Standards contained in 2005 Annual Plan Item 8 dated May 3, 2005, and the Order No. 2004 Standards contained in 2004 Annual Plan Item 2 dated June 25, 2004) are hereby incorporated, by reference to the NAESB Standard Number and version, into UTOS' FERC Gas Tariff.

NAESB Standards (Version 1.8)

0.1.1-3	1.4.1-7	3.4.1-4	5.3.5	
0.2.1-3	2.1.1-6	4.1.2-4	5.3.8-11	
0.3.1-6	2.2.1-3	4.1.6-7	5.3.12-15	
0.3.10	2.3.1-2	4.1.10	5.3.17-18	
0.3.11-15	2.3.3-4	4.1.12-13	5.3.23-24	
0.4.1	2.3.8-9	4.1.15-24	5.3.26-33	
1.1.1-5	2.3.11-13	4.1.26-40	5.3.35-43	
1.1.7	2.3.15-23	4.2.1-20	5.3.46-52	
1.1.9-18	2.3.25-27	4.3.1-3	5.3.54-55	
1.1.20-22	2.3.29-35	4.3.5	5.3.57-58	
1.2.1-4	2.3.40	4.3.16-18	5.4.1-23	
1.2.5-6	2.3.42-50	4.3.20	6.3.1-4	
1.2.8-12	2.3.51-58			4.3.22-36
	6.5.2-4			
1.2.13-19	2.3.62-65	4.3.38-62	10.1.1-9	
1.3.3-4	2.4.1-18	4.3.65-69	10.2.1-38	
1.3.6-8	3.1.1-2	4.3.72-76	10.3.1	
1.3.14-18	3.3.1-9	4.3.78-87	10.3.3-25	
1.3.20-32	3.3.10-13	4.3.89-93		
1.3.34-77	3.3.14-17	5.1.1-4		
1.3.79	3.3.20-26	5.2.1		

Effective Date: 04/01/2007 Status: Effective

FERC Docket: RP07-369-000

**First Revised Sheet No. 165** First Revised Sheet No. 165 : Effective  
Superseding: Original Sheet No. 165

GENERAL TERMS AND CONDITIONS  
(Continued)

25. NON-CONFORMING AGREEMENTS

- (a) Minerals Management Service Royalty in Kind, Rate Schedule IT  
Transportation Agreement, dated September 1, 2006 (#5226)
  
- (b) Minerals Management Service Royalty in Kind, Rate Schedule IT  
Transportation Agreement, dated April 1, 2007 (#5230)

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**First Revised Sheet No. 300** First Revised Sheet No. 300  
Superseding: Original Sheet No. 300

Index to Forms  
=====

Provisions	Sheet No.	
-----	-----	-----
Form of Operational Balancing Agreement	305	
Qualified Bid Form	308	
Capacity Release Form (Prearranged)	311	
Capacity Release Form (Prospective Replacement)	316	
Assignment Proposal Form	320	
Nomination Request Form	324	
Predetermined Allocation (PDA) Form	325	
Form of Interactive Internet Website Agreement		326
Transportation Service Request Form	350	
FT Transportation Agreement Form	352	
IT Transportation Agreement Form	359	
Confirmation Of Agreement To Trade Imbalances		366

*Effective Date: 08/01/2009 Status: Effective*

*FERC Docket: RP09-815-000*

**First Revised Sheet No. 301** First Revised Sheet No. 301

Superseding: Original Sheet No. 301

Sheet Reserved for Future Use

*Effective Date: 08/01/2009 Status: Effective*

*FERC Docket: RP09-815-000*

**First Revised Sheet No. 302** First Revised Sheet No. 302

Superseding: Original Sheet No. 302

Sheet Reserved for Future Use

*Effective Date: 08/01/2009 Status: Effective*

*FERC Docket: RP09-815-000*

**First Revised Sheet No. 303** First Revised Sheet No. 303

Superseding: Original Sheet No. 303

Sheet Reserved for Future Use

*Effective Date: 08/01/2009 Status: Effective*

*FERC Docket: RP09-815-000*

**First Revised Sheet No. 304** First Revised Sheet No. 304

Superseding: Original Sheet No. 304

Sheet Reserved for Future Use

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**First Revised Sheet No. 305** First Revised Sheet No. 305  
Superseding: Original Sheet No. 305

ENBRIDGE OFFSHORE PIPELINES (UTOS) LLC  
FORM OF OPERATIONAL BALANCING AGREEMENT

WHEREAS, Enbridge Offshore Pipelines (UTOS) LLC's (UTOS) pipeline facilities and \_\_\_\_\_'s Interconnecting Pipeline facilities directly interconnect at the UTOS delivery point at Johnson's Bayou, Cameron Parish, Louisiana (Delivery Point);

WHEREAS, UTOS has entered into one or more transportation agreements whereby UTOS transports Gas which its Shippers desire to be delivered at the Delivery Point;

WHEREAS, from time to time, total Gas quantities tendered by UTOS at the Delivery Point are either greater than or lesser than the aggregate of all Shippers' allocated quantities intended for delivery at the Delivery Point, resulting in inadvertent over-or under-deliveries relative to allocated quantities;

NOW THEREFORE, UTOS and \_\_\_\_\_ ("The Parties") agree that such over-or under-deliveries at the Delivery Point be treated in the following manner:

(1) Prior to the first Day of each Month, the Parties shall confirm in writing the nominations received by each Shipper and how these Gas quantities are to be allocated each Day of the Month among those Shippers for whom the Parties are delivering or receiving the Gas. Any changes to such confirmed nominations shall be effective only if agreed to in writing by both Parties. Such written communication shall be substantially in the form set out on the attached Exhibit 1 or in any other form mutually agreeable to the Parties. By the tenth (10) Business Day of the Month, UTOS shall furnish the Interconnecting Pipeline with a signed summary of the agreed-upon allocations for the Shippers for the previous Month. Interconnecting Pipeline shall sign and return a copy of such monthly allocation summary evidencing Interconnecting Pipeline's concurrence.

(2) The Parties intend that the Gas quantities actually delivered and received each Day that the Delivery Point will equal Gas quantities transported by UTOS and allocated in accordance with the terms and conditions of UTOS' F.E.R.C. Gas Tariff and agree to make all reasonable efforts on a daily basis to maintain the actual quantity flowing through the Delivery Point at a level equal to the allocated quantities. Daily variances in actual Gas flow from the allocated transportation quantities shall not exceed five percent (5%) of the daily allocated transportation quantities with the total monthly variance from the allocated quantity not to exceed five percent (5%) of the total Gas quantity allocated to flow for that Month. If the imbalance under this Agreement exceeds the variances set forth in this paragraph, either party shall have the unilateral right to adjust the actual flow of Gas at the Delivery Point or adjust nominations received and confirmed at this point in order to correct for any differences.

(3) UTOS will allocate Gas quantities which are to be delivered at the Delivery Point among UTOS' respective Shippers pursuant to the terms of UTOS' F.E.R.C. Gas Tariff. Any imbalance created when the actual physical flow is different than the allocated volumes, expressed in Dth, will be the "Operational Imbalance."

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**First Revised Sheet No. 306** First Revised Sheet No. 306  
Superseding: Original Sheet No. 306

ENBRIDGE OFFSHORE PIPELINES (UTOS) LLC  
FORM OF OPERATIONAL BALANCING AGREEMENT  
(Continued)

(4) Estimated operating quantities shall be used on a daily basis, during the current Month, to determine the estimated Operational Imbalance at the Delivery Point, with physical flow adjustments to be made during the current Month as mutually agreed to by both Parties to adequately control and minimize imbalance levels.

(5) In the event that a capacity constraint occurs on either Parties' pipeline System which results in curtailment of Gas quantities through the Delivery Point, the Party on whose System the constraint has occurred shall determine the reallocation of quantities to its Shippers. Such change in allocation shall be confirmed in writing pursuant to the provisions of Paragraph (1) above.

(6) All Gas quantities hereunder shall be reported in Dths. Measurement of Gas for all purposes hereunder shall be in accordance with the provisions set forth in UTOS' F.E.R.C. Gas Tariff.

(7) This Agreement shall be effective \_\_\_\_\_ and shall continue until canceled by either Party upon ten (10) Days written notice. Any Operational Imbalance existing between UTOS and the Interconnecting Pipeline after Agreement termination shall be corrected within thirty (30) Days after the final Operational Imbalance is agreed to in writing by the Parties, or within such other period of time as may be mutually agreed to by the Parties.

The Parties' signatures below will evidence their agreement to this Operational Agreement.

\_\_\_\_\_  
ENBRIDGE OFFSHORE PIPELINES (UTOS) LLC

By \_\_\_\_\_

By \_\_\_\_\_

Accepted and agreed to this \_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**First Revised Sheet No. 307** First Revised Sheet No. 307  
Superseding: Original Sheet No. 307

ENBRIDGE OFFSHORE PIPELINES (UTOS) LLC  
FORM OF OPERATIONAL BALANCING AGREEMENT  
(Continued)

EXHIBIT 1

OPERATIONAL BALANCING AGREEMENT  
BETWEEN ENBRIDGE OFFSHORE PIPELINES (UTOS) LLC

and \_\_\_\_\_

Dated \_\_\_\_\_

Name of Interconnect Point:

\_\_\_\_\_

Effective dates of this statement (nomination period)

From: \_\_\_\_\_ To: \_\_\_\_\_

UTOS		(Other Company)		Daily
Contract	Transportation	Contract	Transportation	Allocation
Number	Customer	Number	Customer	Dth/Day
	Name		Name	
-----	-----	-----	-----	-----

Operational Imbalance

Total Deliveries/Receipts at Interconnect Point

Agreed to this \_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_.

ENBRIDGE OFFSHORE PIPELINES (UTOS) LLC

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Effective Date: 04/01/2002 Status: Effective

FERC Docket: GT02- 10-000

Original Sheet No. 308 Original Sheet No. 308 : Effective

ENBRIDGE OFFSHORE PIPELINES (UTOS) LLC  
QUALIFIED BID FORM

Send to: Enbridge Offshore Pipelines (UTOS) LLC (UTOS)

Enbridge Offshore Pipelines (UTOS) LLC (UTOS)  
1100 Louisiana, Suite 3300  
Houston, Texas 77002

Attention: Asset Management - Regulated

Telecopier Number: (713) 821-2119  
Verification: (713) 821-2200

\_\_\_\_\_  
Date Received

NOTE: A check, if required by Section 2.1 or Section 16.7 of the General Terms and Conditions of this tariff, must accompany each request, for the request to be valid.

INFORMATION REQUIRED FOR REQUEST  
-----

- 1. Shipper's Name and Address (Note: The "Shipper" is the party that is responsible for the qualified bid, if applicable, and for the execution of the Transportation Agreement with UTOS):

\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Telecopier (\_\_\_\_\_) \_\_\_\_\_

- 2. Term of Service

Date service is requested to commence: \_\_\_\_\_

Date service is requested to terminate: \_\_\_\_\_

- 3. Requested Maximum Daily Quantity (MDQ)  
(Complete Item 6 first; then give the sum of volumes here)

- 4. Requested Total Quantity for Initial Term (MDQ x Days in Initial Term)

\_\_\_\_\_ Dth

Effective Date: 04/01/2002 Status: Effective  
 FERC Docket: GT02- 10-000

**Original Sheet No. 309** Original Sheet No. 309 : Effective

ENBRIDGE OFFSHORE PIPELINES (UTOS) LLC  
 QUALIFIED BID FORM  
 (Continued)

5. Liquids & Liquefiabiles

Is Shipper requesting transportation of Associated Liquids?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, name and location of Processing Plant: \_\_\_\_\_

(Attach a table showing associated liquids at points of Receipts)

6. Point(s) of Receipt:

Location -----	Maximum Daily Volumes in Dth @ 14.73 Psia -----
W.C. 43	
W.C. 115	
W.C. 167	

7. Point(s) of Delivery

Location -----	MDQ ---	Party Receiving Gas from U-TOS -----
(1) Oxy Cameron Plant	_____	_____
(2) TOC Plant	_____	_____
(3) Transco	_____	_____
(4) NGPL	_____	_____
(5) ANR	_____	_____
(6) LRC	_____	_____
(7) _____	_____	_____

8. Reservation Charge (Note: The "reservation charge" is what the Qualified Bidder proposes to pay for the capacity.)

\$\_\_\_\_\_ per Dth

Effective Date: 08/01/2009 Status: Effective

FERC Docket: RP09-815-000

**First Revised Sheet No. 310** First Revised Sheet No. 310  
Superseding: Original Sheet No. 310

ENBRIDGE OFFSHORE PIPELINES (UTOS) LLC  
QUALIFIED BID FORM  
(Continued)

THIS QUALIFIED BID IS HEREBY SUBMITTED

This \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_

Effective Date: / / Status: Pending  
FERC Docket: RP09-333-000

**First Revised Sheet No. 311** First Revised Sheet No. 311  
Superseding: Original Revised Sheet No. 311

ENBRIDGE OFFSHORE PIPELINES (UTOS) LLC  
FIRM SHIPPER  
CAPACITY RELEASE FORM  
Prearranged Transaction

Send to: Enbridge Offshore Pipelines (UTOS) LLC (UTOS)  
1100 Louisiana, Suite 3300  
Houston, Texas 77002

Attention: Asset Management - Regulated

Fax Number: (713) 821-2119

Verification: (713) 821-2200

Information Required for Valid Release Proposal  
-----

1. Releasing Shipper's Name and Address (The "Releasing Shipper" is the party that proposes to reallocate all or part of its firm transportation capacity rights on UTOS):

\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

2. Terms of Service

A. This request is for (check one):

\_\_\_\_\_ Permanent Capacity Release (remaining term of Releasing Shipper's existing transportation agreement with UTOS)

\_\_\_\_\_ Temporary Capacity Release (portion of remaining term of Releasing Shipper's existing transportation agreement with UTOS)

\_\_\_\_\_ Interruption or Recall Capacity Release (If applicable, complete Item B below -- if more space is required, please attach separate sheet)

Effective Date: 04/01/2002 Status: Effective

FERC Docket: GT02- 10-000

Original Sheet No. 311 Original Sheet No. 311 : Effective

ENBRIDGE OFFSHORE PIPELINES (UTOS) LLC  
FIRM SHIPPER  
CAPACITY RELEASE FORM  
Rearranged Transaction

Send to: Enbridge Offshore Pipelines (UTOS) LLC (UTOS)

Enbridge Offshore Pipelines (UTOS) LLC (UTOS)  
1100 Louisiana, Suite 3300  
Houston, Texas 77002

Attention: Asset Management - Regulated

Telecopier Number: (713) 821-2119  
Verification: (713) 821-2200

Information Required for Valid Release Proposal

1. Releasing Shipper's Name and Address (The "Releasing Shipper" is the party that proposes to reallocate all or part of its firm transportation capacity rights on UTOS):

\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Telecopier (\_\_\_\_) \_\_\_\_\_

2. Terms of Service

A. This request is for (check one):

\_\_\_\_\_ Permanent Capacity Release (remaining term of Releasing Shipper's existing transportation agreement with UTOS)

\_\_\_\_\_ Temporary Capacity Release (portion of remaining term of Releasing Shipper's existing transportation agreement with UTOS)

\_\_\_\_\_ Interruption or Recall Capacity Release (If applicable, complete Item B below -- if more space is required, please attach separate sheet)

Effective Date: / / Status: Pending  
FERC Docket: RP09-333-000

**First Revised Sheet No. 312** First Revised Sheet No. 312  
Superseding: Original Revised Sheet No. 312

ENBRIDGE OFFSHORE PIPELINES (UTOS) LLC  
FIRM SHIPPER  
CAPACITY RELEASE FORM  
Prearranged Transaction

(Continued)

B. Specify Terms or Conditions of Interruption or Recall  
Capacity Release (Refer to subsections 17.2(e) and  
17.12(e) of the General Terms and Condition of this  
tariff)

---

---

---

---

---

---

---

C. Date of proposed commencement of capacity release:

---

Date of proposed termination of capacity release:

---

3. Minimum Reservation Charge per Dth to be paid for released  
capacity, not to exceed the current maximum reservation fee as  
listed on Sheet No. 4 of tariff unless the release of capacity  
is for a period of one year or less and if the release is to  
take effect on or before one Year from the date on which the  
pipeline is notified of the release.

\$\_\_\_\_\_ per Dth

4. Releasing Shipper's Contract Demand

A. Current Maximum Daily Quantity (MDQ)

B. Requested Maximum Daily Quantity (MDQ) for Capacity  
Release (Complete Item 5 first; then give the sum of  
volumes here)

\_\_\_\_\_ Dth per day

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**Second Revised Sheet No. 312** Second Revised Sheet No. 312  
Superseding: First Revised Sheet No. 312

ENBRIDGE OFFSHORE PIPELINES (UTOS) LLC  
FIRM SHIPPER  
CAPACITY RELEASE FORM  
Prearranged Transaction

(Continued)

B. Specify Terms or Conditions of Interruption or Recall Capacity Release (Refer to subsections 17.2(e) and 17.12(e) of the General Terms and Condition of this tariff)

---

---

---

---

---

---

---

C. Date of proposed commencement of capacity release:

\_\_\_\_\_

Date of proposed termination of capacity release:

\_\_\_\_\_

3. Minimum Reservation Charge per Dth to be paid for released capacity, not to exceed the current maximum reservation fee as listed on Sheet No. 4 of tariff unless the release of capacity is for a period of one year or less and if the release is to take effect on or before one Year from the date on which the pipeline is notified of the release.

\$\_\_\_\_\_ per Dth

4. Releasing Shipper's Contract Demand

A. Current Maximum Daily Quantity (MDQ)

B. Requested Maximum Daily Quantity (MDQ) for Capacity Release (Complete Item 5 first; then give the sum of volumes here)

\_\_\_\_\_ Dth per Day

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**First Revised Sheet No. 313** First Revised Sheet No. 313  
Superseding: Original Sheet No. 313

ENBRIDGE OFFSHORE PIPELINES (UTOS) LLC  
FIRM SHIPPER  
CAPACITY RELEASE FORM  
Prearranged Transaction

(Continued)

C. Releasing Shipper's Remaining Maximum Daily Quantity  
(MDQ) (Complete Item 7 first; then give the sum of  
volumes here)

\_\_\_\_\_ Dth per Day

5. Point(s) of Receipt:

Maximum Daily  
Volumes in Dth  
Location @ 14.73 Psia  
-----

W.C. 43  
W.C. 115  
W.C. 167

6. Point(s) of Delivery - Specify total delivery volume for  
capacity release

	Location	MDQ	from UTOS	Party Receiving Gas
	-----	---	-----	
(1)	Oxy Cameron Plant	_____	_____	
(2)	TOC Plant	_____	_____	
(3)	Transco	_____	_____	
(4)	NGPL	_____	_____	
(5)	ANR	_____	_____	
(6)	LRC	_____	_____	
(7)	_____	_____	_____	

Effective Date: 04/01/2002 Status: Effective  
 FERC Docket: GT02- 10-000

Original Sheet No. 314 Original Sheet No. 314 : Effective

ENBRIDGE OFFSHORE PIPELINES (UTOS) LLC  
 FIRM SHIPPER  
 CAPACITY RELEASE FORM  
 Prearranged Transaction

(Continued)

7. Point(s) of Receipt - Specify Releasing Shipper's remaining volume(s) and location(s):

Location -----	Maximum Daily Volumes in Dth @ 14.73 Psia -----
W.C. 43	
W.C. 115	
W.C. 167	

8. Point(s) of Delivery - Specify total remaining delivery volume for Releasing Shipper

Location -----	MDQ ---	Party Receiving Gas from UTOS -----
(1) Oxy Cameron Plant	_____	_____
(2) TOC Plant	_____	_____
(3) Transco	_____	_____
(4) NGPL	_____	_____
(5) ANR	_____	_____
(6) LRC	_____	_____
(7) _____	_____	_____

9. Designated Replacement Shipper's Name and Address (If applicable) (The term "Designated Replacement Shipper" refers to a person with whom the Releasing Shipper has entered into a Prearranged Transaction)

Note: The Designated Replacement Shipper listed below may not necessarily become the holder of Releasing Shipper's capacity. The Replacement Shipper must equal the best offer for the available capacity in order to receive the capacity.

\_\_\_\_\_  
 \_\_\_\_\_

Attention: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Telecopier (\_\_\_\_\_) \_\_\_\_\_

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**First Revised Sheet No. 315** First Revised Sheet No. 315  
Superseding: Original Sheet No. 315

ENBRIDGE OFFSHORE PIPELINES (UTOS) LLC  
FIRM SHIPPER  
CAPACITY RELEASE FORM  
Prearranged Transaction

(Continued)

10. Releasing Shipper requests UTOS to actively market the Release Proposal

Yes \_\_\_\_\_ No \_\_\_\_\_

THIS AUTHORIZATION FOR CAPACITY RELEASE IS HEREBY SUBMITTED

this \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_

Effective Date: 04/01/2002 Status: Effective  
FERC Docket: GT02- 10-000

Original Sheet No. 316 Original Sheet No. 316 : Effective

ENBRIDGE OFFSHORE PIPELINES (UTOS) LLC  
CAPACITY RELEASE REQUEST FORM  
Prospective Replacement

Send to: Enbridge Offshore Pipelines (UTOS) LLC (UTOS)

Enbridge Offshore Pipelines (UTOS) LLC (UTOS)  
1100 Louisiana, Suite 3300  
Houston, Texas 77002

Attention: Asset Management - Regulated

Telecopier Number: (713) 821-2119  
Verification: (713) 821-2200

\_\_\_\_\_  
Date Received

NOTE: A check, if required by Section 2.1 or Section 17.9 of the General Terms and Conditions of this tariff, must accompany each request, for the request to be valid.

INFORMATION REQUIRED FOR VALID REQUEST  
-----

1. Requester's Name and Address (Do not complete if same as Shipper, see No. 2 below):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Requester's Affiliation with UTOS or any Member in UTOS:

\_\_\_\_\_

2. Replacement Shipper's Name and Address (The "Replacement Shipper" listed below may not necessarily become the holder of Releasing Shipper's capacity. The Replacement Shipper must equal the best offer or the available capacity in order to receive the capacity)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Telecopier (\_\_\_\_\_) \_\_\_\_\_

Effective Date: 04/01/2002 Status: Effective  
FERC Docket: GT02- 10-000

Original Sheet No. 317 Original Sheet No. 317 : Effective

ENBRIDGE OFFSHORE PIPELINES (UTOS) LLC  
CAPACITY RELEASE REQUEST FORM  
Prospective Replacement

(Continued)

3. Term of Service  
Date of proposed commencement of capacity release: \_\_\_\_\_  
Date of proposed termination of capacity release: \_\_\_\_\_

4. Requested Maximum Daily Quantity (MDQ) (Complete Item 7 first; then give the sum of volume here)

5. Requested Total Quantity for Initial Term (MDQ x Days in Initial Term)  
\_\_\_\_\_ Dth

6. Liquids & Liquefiabiles

Is Shipper requesting transportation of Associated Liquids?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, name and location of Processing Plant: \_\_\_\_\_

\_\_\_\_\_  
(Attach a table showing associated liquids at points of Receipts)

7. Point(s) of Receipt - Specify desired volume(s) and location(s)

Location -----	Maximum Daily Volumes in Dth @ 14.73 Psia -----
W.C. 43	
W.C. 115	
W.C. 167	

ENBRIDGE OFFSHORE PIPELINES (UTOS) LLC  
 CAPACITY RELEASE REQUEST FORM  
 Prospective Replacement

(Continued)

8. Point(s) of Delivery - Specify total delivery

	Location -----	MDQ ---	Party Receiving Gas from UTOS -----
(1)	Oxy Cameron Plant	_____	_____
(2)	TOC Plant	_____	_____
(3)	Transco	_____	_____
(4)	NGPL	_____	_____
(5)	ANR	_____	_____
(6)	LRC	_____	_____
(7)	_____	_____	_____

9. Producing Area of All Gas Supply Sources

	Offshore Location -----	Point of Measurement -----
(1)	_____	_____
(2)	_____	_____
(3)	_____	_____

(If more space is required, please attach a listing).

10. Maximum Reservation Charge per Dth to be paid for released capacity

\$ \_\_\_\_\_ per Dth

11. Specify Terms or Conditions (Refer to subsections 17.2(e) and 17.12(e) of the General Terms and Conditions of this tariff)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**First Revised Sheet No. 319** First Revised Sheet No. 319  
Superseding: Original Sheet No. 319

ENBRIDGE OFFSHORE PIPELINES (UTOS) LLC  
CAPACITY RELEASE REQUEST FORM  
Prospective Replacement

(Continued)

12. Nature and Extent of Gas Supplier's Affiliation with UTOS or Any Member in UTOS (if known):  
\_\_\_\_\_

13. State(s) of Ultimate End Use of the Gas:  
\_\_\_\_\_

14. (To be completed only if Shipper is affiliated with UTOS or any member in UTOS, and will be marketing the Gas to be transported.)

Amount By Which the Gas Will Be Sold At a Loss (\$/Dth):  
\_\_\_\_\_

15. Certified Statement

By submitting this request, Shipper certifies that Shipper has or will have by the time of execution of an Agreement with Transporter, title to the Gas or the right to deliver the Gas which is to be transported and owns facilities or has contractual rights which will cause such Gas to be delivered to and received from Transporter.

THIS RELEASED CAPACITY REQUEST IS HEREBY SUBMITTED

this \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_

Effective Date: 04/01/2002 Status: Effective

FERC Docket: GT02- 10-000

Original Sheet No. 320 Original Sheet No. 320 : Effective

ENBRIDGE OFFSHORE PIPELINES (UTOS) LLC  
FIRM SHIPPER  
ASSIGNMENT PROPOSAL FORM

Send to: Enbridge Offshore Pipelines (UTOS) LLC (UTOS)

Enbridge Offshore Pipelines (UTOS) LLC (UTOS)  
1100 Louisiana, Suite 3300  
Houston, Texas 77002

Attention: Asset Management - Regulated

Telecopier Number: (713) 821-2119

Verification: (713) 821-2200

Information Required for Valid Assignment  
-----

- 1. Assigning Shipper's Name and Address (The "Assigning Shipper") is the party that seeks to assign its firm transportation capacity rights on UTOS)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Telecopier (\_\_\_\_\_) \_\_\_\_\_

Assigning Shipper's Rate Schedule Number or Contract Number \_\_\_\_\_

- 2. Replacement Downstream Shipper's Name and Address (The "Replacement Downstream Shipper" is the party that is seeking Assigning Shipper's firm transportation capacity rights)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Telecopier (\_\_\_\_\_) \_\_\_\_\_

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**First Revised Sheet No. 321** First Revised Sheet No. 321  
Superseding: Original Sheet No. 321

ENBRIDGE OFFSHORE PIPELINES (UTOS) LLC  
FIRM SHIPPER  
ASSIGNMENT PROPOSAL FORM

(Continued)

3. Commencement of Service

Date capacity assignment is requested to commence:

\_\_\_\_\_

4. Assigning Shipper's Contract Demand

A. Current Maximum Daily Quantity (MDQ)

\_\_\_\_\_ Dth per Day

B. Requested Maximum Daily Quantity (MDQ) for Capacity  
Assignment (Complete Item 5 first; then give the sum of  
volumes here)

\_\_\_\_\_ Dth per Day

C. Assigning Shipper's Remaining Maximum Daily Quantity  
(MDQ) (Complete Item 7 first; then give the sum of  
volumes here)

\_\_\_\_\_ Dth per Day

5. Point(s) of Receipt - Specify volume(s) and location(s) for  
capacity assignment

Maximum Daily  
Volumes in Dth  
Location @ 14.73 Psia  
-----

W.C. 43  
W.C. 115  
W.C. 167

Effective Date: 04/01/2002 Status: Effective

FERC Docket: GT02- 10-000

Original Sheet No. 322 Original Sheet No. 322 : Effective

ENBRIDGE OFFSHORE PIPELINES (UTOS) LLC  
FIRM SHIPPER  
ASSIGNMENT PROPOSAL FORM

(Continued)

6. Point(s) of Delivery - Specify total delivery volume capacity assignment

	Location -----	MDQ ---	Party Receiving Gas from UTOS -----
(1)	Oxy Cameron Plant	_____	_____
(2)	TOC Plant	_____	_____
(3)	Transco	_____	_____
(4)	NGPL	_____	_____
(5)	ANR	_____	_____
(6)	LRC	_____	_____
(7)	_____	_____	_____

7. Point(s) of Receipt - Specify assigning Shipper's remaining volume(s) and location(s)

Location -----	Maximum Daily Volumes in Dth @ 14.73 Psia -----
W.C. 43	
W.C. 115	
W.C. 167	

8. Point(s) of Delivery - Specify total delivery volume for Assigning Shipper

	Location -----	MDQ ---	Party Receiving Gas from UTOS -----
(1)	Oxy Cameron Plant	_____	_____
(2)	TOC Plant	_____	_____
(3)	Transco	_____	_____
(4)	NGPL	_____	_____
(5)	ANR	_____	_____
(6)	LRC	_____	_____
(7)	_____	_____	_____

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**First Revised Sheet No. 323** First Revised Sheet No. 323  
Superseding: Original Sheet No. 323

ENBRIDGE OFFSHORE PIPELINES (UTOS) LLC  
FIRM SHIPPER  
ASSIGNMENT PROPOSAL FORM

(Continued)

THIS AUTHORIZATION FOR CAPACITY ASSIGNMENT IS HEREBY SUBMITTED

this \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**First Revised Sheet No. 324** First Revised Sheet No. 324  
Superseding: Original Sheet No. 324

ENBRIDGE OFFSHORE PIPELINES (UTOS) LLC  
NOMINATION REQUEST FORM

-----  
Time/Date Stamp: \_\_\_\_\_  
Service Provider Name: \_\_\_\_\_  
Service Provider ID #: \_\_\_\_\_

Service Requester Name: \_\_\_\_\_  
Service Requester ID#: \_\_\_\_\_  
Representative: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_

Beginning Date: \_\_\_\_\_  
Beginning Time: \_\_\_\_\_  
Ending Date: \_\_\_\_\_  
Ending Time: \_\_\_\_\_

Capacity Type Indicator (T, FT,): \_\_\_\_\_  
Service Requester Contract Number: \_\_\_\_\_  
Model Type: \_\_\_\_\_  
Quantity Type Indicator: \_\_\_\_\_  
Transaction Type: \_\_\_\_\_

ALWAYS FACSIMILE NOMINATION REQUESTS TO THE FOLLOWING LOCATION:

Enbridge Offshore Pipelines (UTOS) LLC  
1100 Louisiana, Suite 3300  
Houston, Texas 77002  
Attn: Volume Management  
Facsimile No.: (832) 214-5761  
Telephone No.: (713) 821-2167

Pipeline Delivery

Upstream			Downstream				
Origin.	Location	Identifier	Contract	Qty	Identifier	Qty	
Pipeline	Code	Code	Identifier	Dth/D	Location	Code	Dth/D

By signing this Nomination/Schedule, Shipper certifies that Shipper has title to the Gas or right to deliver the Gas which is to be transported by UTOS.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**First Revised Sheet No. 325** First Revised Sheet No. 325  
Superseding: Original Sheet No. 325

ENBRIDGE OFFSHORE PIPELINES (UTOS) LLC  
PREDETERMINED ALLOCATION FORM

Date: MO/DY/YR  
Time: 00:00:00  
Page \_\_\_\_\_ of \_\_\_\_\_

Recipient Name: \_\_\_\_\_  
Recipient ID #: \_\_\_\_\_

Preparer Name: \_\_\_\_\_  
Preparer ID #: \_\_\_\_\_  
Preparer Address: \_\_\_\_\_  
Location Code/Measurement Site: \_\_\_\_\_

Beginning Flow Date: \_\_\_\_\_ Time: \_\_\_\_\_  
Ending Flow Date: \_\_\_\_\_ Time: \_\_\_\_\_  
Direction of Flow: \_\_\_\_\_

ALWAYS FACSIMILE PDA REQUEST FORM TO THE FOLLOWING LOCATION:

Enbridge Offshore Pipelines (UTOS) LLC  
1100 Louisiana, Suite 3300  
Houston, Texas 77002  
Attn: Volume Management  
Facsimile No.: (832) 214-5761  
Telephone No.: (713) 821-2167

Service Percentage	Service Allocation	Percentage Request	Requester	or Overage	or
Underage	Method	ID	Shipper Name	Contract Rank	Rank

\_\_\_ Prorata

\_\_\_ Rank

\_\_\_ Percentage

Contact Person: \_\_\_\_\_

\_\_\_\_\_  
(Print or Type)

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

Date: \_\_\_\_\_

Effective Date: 08/31/2006 Status: Effective  
FERC Docket: RP06-453-000

**First Revised Sheet No. 326** First Revised Sheet No. 326 : Effective  
Superseding: Original Sheet No. 326

FORM OF INTERACTIVE INTERNET WEBSITE AGREEMENT

(Date)  
(Shipper Name)  
(Address)

Attention: \_\_\_\_\_

RE: Interactive Internet Website Agreement ("Agreement")

Dear \_\_\_\_\_:

Enbridge Offshore Pipelines (UTOS) LLC ("Transporter") will provide \_\_\_\_\_ ("SHIPPER") with access to and provide information concerning transportation services on Transporter's System (as defined in the GT&C of Transporter's Tariff) via the Interactive Internet Website. Transporter hereby agrees to provide authorized representatives of SHIPPER with USER IDs and passwords necessary to access the Interactive Internet Website and in consideration therefor, SHIPPER agrees its use of the Interactive Internet Website shall be subject to the following terms and conditions.

1. Transporter agrees to permit those employees (including officers and directors) specified by SHIPPER to receive USERIDs and passwords for access to the Interactive Internet Website. Any person permitted by SHIPPER to access the Interactive Internet Website must have the legal authority to act on behalf of SHIPPER in performing those functions listed on the Interactive Internet Website's menu for which he/she is authorized, including those functions which are available presently and those functions which shall become available at a later date. In particular, SHIPPER shall designate one or more persons to perform the contracting function and thereby legally bind SHIPPER to any agreement or amended agreement executed by SHIPPER on the Interactive Internet Website. SHIPPER agrees and acknowledges that Transporter shall be entitled to rely on SHIPPER's representation that all persons authorized to perform a contracting function through the Interactive Internet Website have been duly authorized by SHIPPER to enter into one or more agreements or amended agreements on its behalf.

Effective Date: 08/31/2006 Status: Effective  
FERC Docket: RP06-453-000

**First Revised Sheet No. 327** First Revised Sheet No. 327 : Effective  
Superseding: Original Sheet No. 327

FORM OF INTERACTIVE INTERNET WEBSITE AGREEMENT

2. Transporter agrees that in addition to appropriately authorized employees, (including officers and directors), SHIPPER may access the Interactive Internet Website through an agent or representative, (hereinafter referred to as "Agent") as long as such Agent is appointed in writing through the agency agreement attached hereto as Exhibit A (Agency Agreement), which specifically gives the Agent the legal authority to act on behalf of SHIPPER in performing any or all functions listed on the Interactive Internet Website menu, including those functions which are available presently and those functions which shall become available at a later date. SHIPPER agrees to provide Transporter's Transportation Services Department with an executed original of the Agency Agreement. Transporter agrees that SHIPPER may cancel the Agency Agreement by notifying Transporter pursuant to the procedures set out in paragraph 6 of this Agreement. Transporter agrees further that SHIPPER may appoint a successor Agent by providing Transporter with an executed original of such successor's Agency Agreement. Transporter shall not be required, however, to give effect to any Agency Agreement until Transporter has actually received an executed original of such Agency Agreement in writing or through the Interactive Internet Website if the Agency Agreement has been executed on the Interactive Internet Website.
  
3. Prior to being issued USERIDs and passwords, each of SHIPPER's employees and Agents (collectively hereinafter referred to as "authorized persons") must return to Transporter a completed Interactive Internet Website Access Request Form in the form attached hereto as Exhibit B. SHIPPER agrees to promptly provide Transporter with any material change to the information provided thereon, including, but not limited to the designation of an Agent.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**Second Revised Sheet No. 328** Second Revised Sheet No. 328  
Superseding: First Revised Sheet No. 328

FORM OF INTERACTIVE INTERNET WEBSITE AGREEMENT

4. SHIPPER's combined USERIDs and passwords are confidential and are used to identify SHIPPER. SHIPPER agrees that only authorized persons of SHIPPER will be given SHIPPER's USERIDs and passwords and only authorized persons will be permitted to access the Interactive Internet Website on SHIPPER's behalf. SHIPPER agrees to keep confidential all USERIDs and passwords issued by Transporter to SHIPPER for use on the Interactive Internet Website. SHIPPER further agrees that SHIPPER and its authorized persons will not disclose its USERIDs and passwords, either separately or combined, to anyone without authority to access the Interactive Internet Website for SHIPPER. Any use of the Interactive Internet Website by any person authorized or not, using any of SHIPPER's USERIDs and/or passwords shall be deemed to be use by SHIPPER and SHIPPER agrees to be responsible for and to accept liability for any such use.

5. Certain information contained in the Interactive Internet Website is proprietary and confidential. SHIPPER agrees not to disclose or otherwise make available confidential information to any other company, corporation or third party, whether such information is accessed in an authorized or unauthorized manner. This provision does not apply to any public information maintained by Transporter on the Interactive Internet Website, as such information is available to all parties.

6. SHIPPER agrees to notify Transporter if there is any indication that a security breach has occurred with regard to SHIPPER's USERIDs and passwords. This includes, but is not limited to (i) loss of confidentiality of USERIDs and passwords; (ii) termination of employment of any authorized person; or (iii) loss of authority to access the Interactive Internet Website by any authorized person. Such notification shall be made to Transporter's Transportation Services Department immediately by telephone and shall be followed by written notification within five (5) Business Days.

FORM OF INTERACTIVE INTERNET WEBSITE AGREEMENT

7. SHIPPER agrees to attempt to access only that data for which SHIPPER has authorization. All access attempts, whether successful or unsuccessful, are recorded.
  
8. Transporter shall operate its Interactive Internet Website in a prudent manner. Except for the negligence, fraud, or willful misconduct of Transporter, Transporter expressly disclaims liability for loss or damage resulting from SHIPPER's actions or breach of this Agreement, events of force majeure, any defects in computer software, hardware, or programming, or any interruption in or malfunction of electronic communication or transmission. SHIPPER agrees to defend, indemnify and hold harmless Transporter, its affiliates and members and their respective officers, directors, employees and agents, from and against all claims, demands, damages, losses, costs and expenses (including court costs and reasonable attorney's fees) and liabilities of any nature whatsoever (collectively referred to herein as "Liabilities") arising out of any breach of this Agreement by SHIPPER or its authorized persons, or the use of the Interactive Internet Website or the information contained therein by SHIPPER, or its authorized persons, to the extent such Liabilities are not the direct result of the negligence, fraud, or willful misconduct of Transporter. The parties hereto agree that neither party shall be liable to the other party, or its corporate parent, subsidiaries or affiliates or members, for any special, punitive, exemplary, indirect or consequential damages (including, without limitation, loss of profits or business interruptions) ("Indirect Damages") incurred by said party arising out of or in any manner related to this Agreement, the provision and use of the Interactive Internet Website, or the information contained therein, except to the extent such Indirect Damages arose from the other party's gross negligence, willful misconduct or bad faith.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**Second Revised Sheet No. 330** Second Revised Sheet No. 330  
Superseding: Substitute First Revised Sheet No. 330

FORM OF INTERACTIVE INTERNET WEBSITE AGREEMENT

9. SHIPPER understands and agrees that Transporter may act, and shall be fully protected in acting, in reliance upon any acts or things done or performed by persons utilizing SHIPPER's USERIDs and passwords on behalf of SHIPPER (so long as Transporter is not aware of a security breach), and that Transporter shall be held harmless from any omission or failure by SHIPPER to act or perform any duty required by a function accessed through the Interactive Internet Website.

10. A USERID that is inactive for ninety (90) Days shall be automatically suspended. If SHIPPER's USERID is suspended as set forth herein, SHIPPER may contact Transporter's Transportation Services Department to have its USERID reinstated.

11. Transporter reserves the right to invalidate SHIPPER's USERIDs and passwords at any time in the event SHIPPER breaches any of the terms of this Agreement and such breach, in Transporter's sole judgment, threatens the security or integrity of the System and SHIPPER fails to cure the breach within twenty four (24) hours of notification from Transporter. If Transporter terminates the Interactive Internet Website pursuant to the following paragraph, Transporter shall invalidate SHIPPER's USERIDs and passwords effective on the date of the termination of the Interactive Internet Website.

12. Transporter reserves the right to modify or terminate the Interactive Internet Website at any time so long as such modification or termination is not prohibited or inconsistent with the regulations of the Federal Energy Regulatory Commission or Transporter's FERC Gas Tariff. Any such modification or termination of its Interactive Internet Website is to be filed with and is subject to review by the Federal Energy Regulatory Commission.

13. Subject to the provisions of Paragraph 12 herein, this Agreement shall be in effect as of the date written below and shall continue unless and until canceled by either party on ten (10) Days' written notice given to the other party prior to the end of any calendar Month to be effective at the end of such Month.

Effective Date: 08/31/2006 Status: Effective  
FERC Docket: RP06-453-000

**First Revised Sheet No. 331** First Revised Sheet No. 331 : Effective  
Superseding: Original Sheet No. 331

FORM OF INTERACTIVE INTERNET WEBSITE AGREEMENT

14. To the extent SHIPPER utilizes the Internet Web Site to transmit and receive dispatching notices under the GT&C of Transporter's Tariff of Transporter, then provisions of the GT&C shall be deemed to be satisfied and notice on the Internet Web Site shall constitute valid notice between the parties.
15. THE PROVISIONS OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.
16. SHIPPER acknowledges and agrees that (a) Transporter is a Delaware limited liability company; (b) SHIPPER shall have no recourse against any member of Transporter with respect to Transporter's obligations under this Agreement and its sole recourse shall be against the assets of Transporter, irrespective of any failure to comply with applicable law or any provision of this Agreement; (c) no claim shall be made against any member of Transporter under or in connection with this Agreement; and (d) this representation is made expressly for the benefit of the members of Transporter.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**First Revised Sheet No. 332** First Revised Sheet No. 332  
Superseding: Original Sheet No. 332

FORM OF INTERACTIVE INTERNET WEBSITE AGREEMENT

17. Unless specifically provided in this Agreement, any written notice or other communication shall be deemed given when received by the party entitled to notice, except that if received after 5:00 p.m. central time on any Day, such notice shall be deemed given on the next Business Day. Notices shall be directed as follows:

(a) if to SHIPPER, to:

Attn: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

(b) if to Transporter, to:

Enbridge Offshore Pipelines (UTOS) LLC

Attn: \_\_\_\_\_

1100 Louisiana, Suite 3300

Houston, Texas 77002

Telephone: (832) 214-\_\_\_\_\_

Facsimile: (832) 214-5791

In like manner either party may change the address to which notices to it should be directed.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**First Revised Sheet No. 333** First Revised Sheet No. 333  
Superseding: Original Sheet No. 333

FORM OF INTERACTIVE INTERNET WEBSITE AGREEMENT

Please indicate your agreement with the above by signing below and returning one completely executed copy to Transporter.

Yours very truly,

ENBRIDGE OFFSHORE PIPELINES (UTOS) LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted and Agreed to this \_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_.

(SHIPPER)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: 08/31/2006 Status: Effective

FERC Docket: RP06-453-000

Original Sheet No. 334 Original Sheet No. 334 : Effective

EXHIBIT A

AGENCY AGREEMENT

Enbridge Offshore Pipelines (UTOS) LLC ("Transporter") and \_\_\_\_\_ ("SHIPPER") are parties to an Interactive Internet Website Agreement, dated \_\_\_\_\_, which sets forth the terms and conditions for SHIPPER's use of Transporter's Interactive Internet Website to receive and transmit transportation service information on Transporter's System (as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff). This Agency Agreement shall constitute an agreement pursuant to which SHIPPER appoints an agent and representative under the Interactive Internet Website Agreement for the purposes set forth below.

Accordingly, SHIPPER hereby appoints \_\_\_\_\_ (hereinafter Agent) as its agent and representative to act on behalf of SHIPPER in performing the menu functions indicated by SHIPPER on the Interactive Internet Website Access Request Form, Exhibit B to the Interactive Internet Website Agreement, including those functions which are presently available and those functions which shall become available at a later date. Agent agrees to be bound by the terms and conditions set forth in the Interactive Internet Website Agreement.

It is understood and agreed that Transporter may act, and shall be fully protected when acting, in reliance on any acts or things done or performed by Agent on behalf of SHIPPER and with respect to all matters for which authority is granted herein until Transporter receives notice that this Agency Agreement has been canceled by either party hereto. SHIPPER shall hold Transporter harmless from any omission or failure by Agent to act or perform any of the duties herein authorized.

Please indicate agreement with the above by signing below. This Agency Agreement shall be effective as of the last date written below.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

AGENT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: 08/31/2006 Status: Effective  
FERC Docket: RP06-453-000

**Original Sheet No. 335** Original Sheet No. 335 : Effective

EXHIBIT B  
INTERACTIVE INTERNET WEBSITE ACCESS REQUEST FORM

SHIPPER (Complete Legal Name) \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

DUNS No.: \_\_\_\_\_ Federal Tax ID No.: \_\_\_\_\_

Authorized Employee's/Agent's Full Name: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Authorized Employee's/Agent's Employer: \_\_\_\_\_

Mailing  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Indicate Update Capabilities for this Authorized Employee/Agent:  
\_\_\_\_ Execute Contracts, Amendments and Accept Discounts  
\_\_\_\_ Make Imbalance Elections/Trades  
\_\_\_\_ Request New Service, Amendments and Discounts  
\_\_\_\_ Receive and administer the payment of any and all invoices  
\_\_\_\_ Submit Capacity Release Offers, Bids, Recall and Reput  
\_\_\_\_ Submit Confirmations, PDAs, Storage Transfers  
\_\_\_\_ Submit Nominations and Storage Transfers  
\_\_\_\_ View-only access to Interactive Internet Website screens, e-mail,  
web page and reports for SHIPPER will be available to SHIPPER'S  
authorized employees

Signed by SHIPPER'S Authorized Employee/Agent:  
\_\_\_\_\_ Date: \_\_\_\_\_

Approved by Shipper: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

FOR INTERNAL USE ONLY

Enbridge Offshore Pipelines (UTOS), LLC Officer Signature:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

USER ID: \_\_\_\_\_ Shipper# (if no DUNS): \_\_\_\_\_

Security approved by: \_\_\_\_\_ Date: \_\_\_\_\_

PLEASE FAX COMPLETED FORM TO (832) 214-5791

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**Original Sheet No. 350** Original Sheet No. 350

ENBRIDGE OFFSHORE PIPELINES (UTOS) LLC  
TRANSPORTATION SERVICE REQUEST FORM

Requests for service under UTOS's FERC Gas Tariff shall be deemed valid only after the following information is provided by Shipper in writing to UTOS's Transportation Services, at 1100 Louisiana, Suite 3300, Houston, Texas 77002, or Fax Number (832) 214-5791.

Acceptance of a request is contingent upon a satisfactory credit appraisal by UTOS in accordance with Section 5 of the "General Terms and Conditions" of its FERC Gas Tariff.

NOTE: A check, as required by Section 2.1 of the General Terms and Conditions, must accompany each Transportation Service Request to be valid.

INFORMATION REQUIRED FOR VALID TRANSPORTATION REQUEST  
-----

NOTE: ANY CHANGE IN THE FACTS SET FORTH BELOW, WHETHER BEFORE OR AFTER SERVICE BEGINS, MUST BE PROMPTLY COMMUNICATED TO UTOS IN WRITING.

Date of Request:

Request for Modification of existing Service (circle one) Yes No

I. Shipper (Full Legal Name)  
State of incorporation:  
Type of Service (circle one) FTS ITS  
(Other type of Service) \_\_\_\_\_  
Shipper Address: \_\_\_\_\_  
  
Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
E-mail address:  
Shipper's Federal Tax ID #  
Shipper's DUNS #  
Shipper's Affiliation With UTOS or Any Member in UTOS, and the extent of the affiliation, if any: \_\_\_\_\_

II. Production Platform (Block No.):

III. Maximum Daily Quantity (MDQ) Requested: \_\_\_\_\_ Dth  
Dates of Service: Commencing \_\_\_\_\_ Ending \_\_\_\_\_

IV. Receipt Point(s): All or specify  
Delivery Point(s): All or specify

If more space is required, please attach a listing.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

Original Sheet No. 351 Original Sheet No. 351

ENBRIDGE OFFSHORE PIPELINES (UTOS) LLC  
TRANSPORTATION SERVICE REQUEST FORM  
(Continued)

V. Contract Delivery Pressure: Long Haul - Minimum 1000 Psia  
Long Haul - Maximum 1300 Psia

VI. Producing Area of All Gas Supply Sources

	Offshore Location	Point of Measurement
(1)	_____	_____
(2)	_____	_____
(3)	_____	_____

(If more space is required, please attach a listing.)

VII. Liquids Transportation Agreement required?  
(please circle one): Y (Block No. ) N

If yes, name and location of Processing Plant or Separation Facility \_\_\_\_\_

VIII. Agent ( ) or Marketer ( ):

Address:  
Telephone No.:  
Attention:  
Fax No.:  
E-mail address:

If Agent, is Agent responsible for:

Accounting, Invoices (circle one) Y N  
Nominations, Scheduling (circle one) Y N

IX. Certified Statement

By submitting this request, Shipper certifies that Shipper has or will have by the time of execution of an Agreement with UTOS, title to or right to deliver the Gas which is to be transported and owns facilities or contractual rights which will cause such Gas to be delivered to and received from UTOS.

X. Requested by: (signature)

Name:  
Title:

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

Original Sheet No. 352 Original Sheet No. 352

FORM OF TRANSPORTATION AGREEMENT

(For Use Under Transporter's Rate Schedule FT)

THIS AGREEMENT, made and entered into as of \_\_\_\_\_, by and between ENBRIDGE OFFSHORE PIPELINES (UTOS) LLC (Transporter), a limited liability company created under the laws of the State of Delaware, and \_\_\_\_\_, (Shipper), a \_\_\_\_\_ corporation,

W I T N E S S E T H:

WHEREAS, Shipper desires to have Gas transported on a firm basis in the Enbridge Offshore Pipelines (UTOS) LLC from offshore Louisiana.

WHEREAS, Transporter has sufficient capacity available to provide firm transportation of Gas on behalf of Shipper.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties do covenant and agree as follows:

ARTICLE I

1.1 Obligation to Transportation. Commencing with the date of initial deliveries hereunder, Transporter shall receive at the Points of Receipt hereunder for the account of Shipper all Gas, together with Associated Liquids, which Shipper may cause to be delivered to it up to Shipper's Maximum Daily Quantity (MDQ) as set forth in Exhibit A hereof, and shall be obligated to deliver for the account of Shipper on a firm basis at the Point of Delivery hereunder Equivalent Volumes in the manner and subject to the conditions hereinafter set forth.

1.2 Term. This Agreement shall become effective on \_\_\_\_\_, 20\_\_\_\_. After this Agreement becomes effective it shall continue in full force and effect for a period of \_\_\_\_\_ from the effective date of such Agreement and from year to year thereafter until this Agreement is terminated as provided in Article I, Section 1.3 or until the dissolution of Transporter.

1.3 Termination. Either party may elect to terminate this Agreement as of the end of said \_\_\_\_\_ period or as of the end of any succeeding extended annual period by giving written notice to the other party of such election not less than 90 Days prior to the termination date designated in such notice.

ARTICLE II

2.1 Point(s) of Receipt. The point(s) of receipt shall be those identified on Exhibit A hereto.

ARTICLE III

3.1 Point of Delivery. The point of delivery shall be that identified on Exhibit A hereto.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**Original Sheet No. 353** Original Sheet No. 353

FORM OF TRANSPORTATION AGREEMENT

(For Use Under Transporter's Rate Schedule FT)  
(Continued)

ARTICLE IV

4.1 Rate Schedule and Charges. Each Month, Shipper shall pay Transporter for the service hereunder, an amount determined in accordance with Transporter's Rate Schedule FT and the applicable provisions of the General Terms and Conditions of Transporter's F.E.R.C. Gas Tariff, Fifth Revised Volume No. 1, as filed with the F.E.R.C. Such Rate Schedule and General Terms and Conditions are incorporated herein by reference and are made a part hereof. For all Gas delivered to the Point(s) of Receipt in Exhibit A hereto and redelivered to the Point of Delivery in Exhibit A hereto, Shipper shall pay the currently effective rates and charges under Rate Schedule FT, as the same may be amended or superseded in accordance with applicable provisions of the Natural Gas Act and the rules and regulations of the F.E.R.C. Pursuant to Rate Schedule FT of the Tariff, Transporter may agree from time to time to collect a rate lower than the maximum rate set forth in the Tariff. Such a discounted rate shall be set forth in Exhibit B. The rates and charges shall be billed and paid for in accordance with the General Terms and Conditions applicable to Rate Schedule FT.

4.2 Rate Adjustments. It is agreed that either Transporter or Shipper may seek authorization from time to time from the F.E.R.C. for such rate adjustments as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE V

5.1 Receipt Pressure. The minimum pressure at which Shipper may be requested to deliver gas to Transporter at the Point(s) of Receipt is set forth in Exhibit A hereto.

5.2 Delivery Pressure. The minimum pressure at which Transporter is required to Cause gas to be delivered at the Point of Delivery is set forth in Exhibit A hereto.

ARTICLE VI

6.1 Notices. Except as herein otherwise provided, any notice, request, demand, statement, bill, or payment provided for in this Agreement, or any notice which either party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered or certified mail return receipt requested to the Post Office Address of the parties hereto as follows:

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**Original Sheet No. 354** Original Sheet No. 354

FORM OF TRANSPORTATION AGREEMENT  
(For Use Under Transporter's Rate Schedule FT)  
(Continued)

TRANSPORTER:

Enbridge Offshore Pipelines (UTOS) LLC  
1100 Louisiana, Suite 3300  
Houston, Texas 77002

Attention: Transportation Services

SHIPPER:

or such other address as either of the parties hereunder shall designate by formal written notice. Routine communications including monthly statements and payments, shall be considered as duly delivered when properly addressed and mailed by either registered, certified or first class mail, postage prepaid.

ARTICLE VII

7.1 Waivers. No waiver by either Shipper or Transporter of any one or more defaults in the performance of any provision hereunder shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

ARTICLE VIII

8.1 Regulations. This Agreement, and all terms and provisions contained herein, and the respective obligations of the parties hereunder are subject to valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE IX

9.1 Assignments. Any company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Shipper, or of Transporter, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement; and either of the parties may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, or similar instrument which it has executed or may execute hereafter covering substantially all of its properties; otherwise neither of the parties shall assign this Agreement or any of their rights hereunder unless it first shall have obtained the consent thereto in writing of the other party, provided further, however, that neither of the parties shall be released from its obligations hereunder without the consent of the other.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**Original Sheet No. 355** Original Sheet No. 355

FORM OF TRANSPORTATION AGREEMENT  
(For Use Under Transporter's Rate Schedule FT)  
(Continued)

ARTICLE X

10.1 Limitation on Liability of Member. The parties hereto hereby agree that any claim against the Transporter which may arise hereunder shall be made only against the Transporter and all rights to proceed against the Members therein, individually, or against their assets as a result of such claim or any obligation arising therefrom, is hereby waived.

10.2 Indemnification of Operator. Shipper shall indemnify and save harmless any Operator of the System, designated by Transporter to operate the System for Transporter as an independent contractor, and such Operator's officers, agents and employees from any claim, demand or expense for loss, damage or injury arising out of or in any way connected with the quality, use or condition of the Gas and Associated Liquids after the delivery from the System.

10.3 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware.

10.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

10.5 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

ARTICLE XI

11.1 Further Agreement. (Write None or specify the agreement)

11.2 As this Firm Transportation Agreement relates to Capacity Release, the Replacement Shipper hereby grants to UTOS its permission and approval to notify the Releasing Shipper (even when such Releasing Shipper is an Energy Affiliate of UTOS) of certain credit-related information specified under Section 17.13 of the General Terms and Conditions of UTOS' FERC Gas Tariff.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in several counterparts by its duly authorized officer as of \_\_\_\_\_, 20\_\_\_\_.

Enbridge Offshore Pipelines (UTOS) LLC  
(A Limited Liability Company)

By \_\_\_\_\_

By \_\_\_\_\_

Effective Date: 08/01/2009 Status: Effective

FERC Docket: RP09-815-000

Original Sheet No. 356 Original Sheet No. 356

FORM OF TRANSPORTATION AGREEMENT

(For Use Under Transporter's Rate Schedule FT)  
(Continued)

EXHIBIT A

Maximum Daily Quantity \_\_\_\_\_ Dth  
-----

Points of Receipt 1/  
-----

Location	Dth /2	Pressure	Maximum Daily Volume in	Minimum
-----	-----	-----	-----	-----

Point of Delivery  
-----

Location	Dth /2	Pressure	Maximum Daily Volume in	Minimum
-----	-----	-----	-----	-----

1/ See subsections 6.2 and 6.3 of Section 6 of the General Terms and Conditions for the definitions of Primary Point of Receipt and Secondary Point of Receipt, respectively.

2/ The sum of the Maximum Daily Volumes must equal the Maximum Daily Quantity specified hereinabove.

Effective Date: 08/01/2009 Status: Effective

FERC Docket: RP09-815-000

Original Sheet No. 357 Original Sheet No. 357

FORM OF TRANSPORTATION AGREEMENT

(For Use Under Transporter's Rate Schedule FT)  
(Continued)

EXHIBIT B

Discount Information

Dated: \_\_\_\_\_

Discounted Transportation Rate: \_\_\_\_\_

Discounted Rate Effective: From: \_\_\_\_\_ To: \_\_\_\_\_

\_\_\_ Evergreen: \_\_\_ Year-to-Year  
\_\_\_ Month-to-Month

Condition for Discounted Transportation Rate (check applicable condition(s)):

\_\_\_ Discounted Transportation Rate applicable to specified quantities under Shipper's Service Contract(s):

\_\_\_\_\_ Dth

\_\_\_ Discounted Transportation Rate applicable to specified quantities above or below a certain level or all quantities if quantities exceed a certain level:

Discounted Transportation Rate applicable to \_\_\_\_\_  
Dth above/below \_\_\_\_\_ Dth  
or

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**Original Sheet No. 358** Original Sheet No. 358

Discounted Transportation Rate applicable in a specified relationship to quantities actually transported:

Adjustment in Transportation Rate: \_\_\_\_\_ (based on \_\_\_\_\_ Dth actually transported)

\_\_\_\_\_ Discounted Transportation Rate applicable to specified quantities during specified periods of time or during specified periods of the year:

\_\_\_\_\_ Dth for the following time period(s):

Discounted Transportation Rate applicable to specified quantities at specific Point(s) of Receipt or Point(s) of Delivery or other geographical locations:

Point(s) of Receipt: \_\_\_\_\_  
Point(s) of Delivery: \_\_\_\_\_  
Other geographical locations: \_\_\_\_\_

\_\_\_\_\_ Discounted Transportation Rate applicable to production reserves committed or dedicated by Shipper:

Production Reserves: \_\_\_\_\_ Field

\_\_\_\_\_ Discounted Transportation Rate based on published index prices for specific Point(s) of Receipt and/or Point(s) of Delivery or other agreed-upon published pricing reference points (based upon the differential between published prices or arrived at by formula):

Index Price(s): \_\_\_\_\_

\_\_\_\_\_ Differential between Index Prices  
or  
\_\_\_\_\_ Formula: \_\_\_\_\_

In no event shall the discounted rate established as set forth above exceed the otherwise applicable maximum lawful rate.

Signed for Identification

Enbridge Offshore Pipelines (UTOS) LLC: \_\_\_\_\_

Shipper: \_\_\_\_\_

Supersedes Exhibit B, Dated: \_\_\_\_\_

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

Original Sheet No. 359 Original Sheet No. 359

FORM OF TRANSPORTATION AGREEMENT

(For Use Under Transporter's Rate Schedule IT)

THIS AGREEMENT, made and entered into as of \_\_\_\_\_, by and between ENBRIDGE OFFSHORE PIPELINES (UTOS) LLC (Transporter), a limited liability company created under the laws of the State of Delaware, and \_\_\_\_\_, (Shipper), a \_\_\_\_\_ corporation,

W I T N E S S E T H:  
- - - - -

WHEREAS, Shipper desires to have Gas transported on an interruptible basis in the Enbridge Offshore Pipelines (UTOS) LLC from offshore Louisiana.

WHEREAS, Transporter may have interruptible capacity available to provide transportation of Gas on behalf of Shipper.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties do covenant and agree as follows:

ARTICLE I

1.1 Obligation to Transportation. Commencing with the date of initial deliveries hereunder, Transporter shall receive at the Points of Receipt hereunder for the account of Shipper all Gas, together with Associated Liquids, which Shipper may cause to be delivered to it up to Shipper's Maximum Daily Quantity (MDQ) as set forth in Exhibit A hereof, and shall be obligated to deliver for the account of Shipper on an interruptible basis at the Point of Delivery hereunder Equivalent Volumes in the manner and subject to the conditions hereinafter set forth.

1.2 Term. This Agreement shall become effective on \_\_\_\_\_, 20\_\_\_\_. After this Agreement becomes effective it shall continue in full force and effect for a period of \_\_\_\_\_ from the effective date of such Agreement and from year to year thereafter until this Agreement is terminated as provided in Article I, Section 1.3 or until the dissolution of Transporter.

1.3 Termination. Either party may elect to terminate this Agreement as of the end of said \_\_\_\_\_ period or as of the end of any succeeding extended annual period by giving written notice to the other party of such election not less than 90 Days prior to the termination date designated in such notice.

ARTICLE II

2.1 Point(s) of Receipt. The point(s) of receipt shall be those identified on Exhibit A hereto.

ARTICLE III

3.1 Point of Delivery. The point of delivery shall be that identified on Exhibit A hereto.

Effective Date: 08/01/2009 Status: Effective

FERC Docket: RP09-815-000

Original Sheet No. 360 Original Sheet No. 360

FORM OF TRANSPORTATION AGREEMENT

(For Use Under Transporter's Rate Schedule IT)  
(Continued)

ARTICLE IV

4.1 Rate Schedule and Charges. Each Month, Shipper shall pay Transporter for the service hereunder, an amount determined in accordance with Transporter's Rate Schedule IT and the applicable provisions of the General Terms and Conditions of Transporter's F.E.R.C. Gas Tariff, Fifth Revised Volume No. 1, as filed with the F.E.R.C. Such Rate Schedule and General Terms and Conditions are incorporated herein by reference and are made a part hereof. For all Gas delivered to the Point(s) of Receipt in Exhibit A hereto and redelivered to the Point of Delivery in Exhibit A hereto, Shipper shall pay the effective rates and charges under Rate Schedule IT, as the same may be amended or superseded in accordance with applicable provisions of the Natural Gas Act and the rules and regulations of the F.E.R.C. Pursuant to Rate Schedule IT of the Tariff, Transporter may agree from time to time to collect a rate lower than the maximum rate set forth in the Tariff. Such a discounted rate shall be set forth in Exhibit B. The rates and charges shall be billed and paid for in accordance with the General Terms and Conditions applicable to Rate Schedule IT.

4.2 Rate Adjustments. It is agreed that either Transporter or Shipper may seek authorization from time to time from the F.E.R.C. for such rate adjustments as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE V

5.1 Receipt Pressure. The minimum pressure at which Shipper may be requested to deliver Gas to Transporter at the Point(s) of Receipt is set forth in Exhibit A hereto.

5.2 Delivery Pressure. The minimum pressure at which Transporter is required to cause Gas to be delivered at the Point of Delivery is set forth in Exhibit A hereto.

ARTICLE VI

6.1 Notices. Except as herein otherwise provided, any notice, request, demand, statement, bill, or payment provided for in this Agreement, or any notice which either party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered or certified mail return receipt requested to the Post Office Address of the parties hereto as follows:

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**Original Sheet No. 361** Original Sheet No. 361

FORM OF TRANSPORTATION AGREEMENT

(For Use Under Transporter's Rate Schedule IT)  
(Continued)

TRANSPORTER:

Enbridge Offshore Pipelines (UTOS) LLC  
1100 Louisiana, Suite 3300  
Houston, Texas 77002

Attention: Asset Management - Regulated

SHIPPER:

or such other address as either of the parties hereunder shall designate by formal written notice. Routine communications including monthly statements and payments, shall be considered as duly delivered when properly addressed and mailed by either registered, certified or first class mail, postage prepaid.

ARTICLE VII

7.1 Waivers. No waiver by either Shipper or Transporter of any one or more defaults in the performance of any provision hereunder shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

ARTICLE VIII

8.1 Regulations. This Agreement, and all terms and provisions contained herein, and the respective obligations of the parties hereunder are subject to valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE IX

9.1 Assignments. Any company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Shipper, or of Transporter, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement; and either of the parties may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, or similar instrument which it has executed or may execute hereafter covering substantially all of its properties; otherwise neither of the parties shall assign this Agreement or any of their rights hereunder unless it first shall have obtained the consent thereto in writing of the other party, provided further, however, that neither of the parties shall be released from its obligations hereunder without the consent of the other.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**Original Sheet No. 362** Original Sheet No. 362

FORM OF TRANSPORTATION AGREEMENT

(For Use Under Transporter's Rate Schedule IT)  
(Continued)

ARTICLE X

10.1 Limitation on Liability of Member. The parties hereto hereby agree that any claim against the Transporter which may arise hereunder shall be made only against the Transporter and all rights to proceed against the Members therein, individually, or against their assets as a result of such claim or any obligation arising therefrom, is hereby waived.

10.2 Indemnification of Operator. Shipper shall indemnify and save harmless any Operator of the System, designated by Transporter to operate the System for Transporter as an independent contractor, and such Operator's officers, agents and employees from any claim, demand or expense for loss, damage or injury arising out of or in any way connected with the quality, use or condition of the Gas and Associated Liquids after the delivery from the System.

10.3 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware.

10.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

10.5 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

ARTICLE XI

11.1 Further Agreement (Write None or specify the agreement)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in several counterparts by its duly authorized officer as of \_\_\_\_\_, \_\_\_\_.

Enbridge Offshore Pipelines (UTOS) LLC  
(A Limited Liability Company)

By \_\_\_\_\_

Effective Date: 08/01/2009 Status: Effective

FERC Docket: RP09-815-000

Original Sheet No. 363 Original Sheet No. 363

FORM OF TRANSPORTATION AGREEMENT

(For Use Under Transporter's Rate Schedule IT)  
(Continued)

EXHIBIT A

Maximum Daily Quantity \_\_\_\_\_ Dth  
-----

Points of Receipt 1/  
-----

Location	Dth /2	Pressure	Maximum Daily Volume in	Minimum
-----	-----	-----	-----	-----

Point of Delivery  
-----

Location	Dth /2	Pressure	Maximum Daily Volume in	Minimum
-----	-----	-----	-----	-----

1/ See subsections 6.2 and 6.3 of Section 6 of the General Terms and Conditions for the definitions of Primary Point of Receipt and Secondary Point of Receipt, respectively.

2/ The sum of the Maximum Daily Volumes must equal the Maximum Daily Quantity specified hereinabove.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**Original Sheet No. 364** Original Sheet No. 364

FORM OF TRANSPORTATION AGREEMENT

(For Use Under Transporter's Rate Schedule IT)  
(Continued)

EXHIBIT B

Discount Information

Dated: \_\_\_\_\_

Discounted Transportation Rate: \_\_\_\_\_

Discounted Rate Effective: From: \_\_\_\_\_ To: \_\_\_\_\_

\_\_\_ Evergreen: \_\_\_ Year-to-Year  
\_\_\_ Month-to-Month

Condition for Discounted Transportation Rate (check applicable condition(s)):

\_\_\_ Discounted Transportation Rate applicable to specified quantities under Shipper's Service Contract(s):

\_\_\_\_\_ Dth

\_\_\_ Discounted Transportation Rate applicable to specified quantities above or below a certain level or all quantities if quantities exceed a certain level:

Discounted Transportation Rate applicable to \_\_\_\_\_ Dth above/below \_\_\_\_\_ Dth

or

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-815-000

**Original Sheet No. 365** Original Sheet No. 365

\_\_\_\_\_ Discounted Transportation Rate applicable in a specified relationship to quantities actually transported:

Adjustment in Transportation Rate: \_\_\_\_\_

(based on \_\_\_\_\_ Dth actually transported)

\_\_\_\_\_ Discounted Transportation Rate applicable to specified quantities during specified periods of time or during specified periods of the year:

\_\_\_\_\_ Dth for the following time period(s):

Discounted Transportation Rate applicable to specified quantities at specific Point(s) of Receipt or Point(s) of Delivery or other geographical locations:

Point(s) of Receipt: \_\_\_\_\_

Point(s) of Delivery: \_\_\_\_\_

Other geographical locations: \_\_\_\_\_

\_\_\_\_\_ Discounted Transportation Rate applicable to production reserves committed or dedicated by Shipper:

Production Reserves: \_\_\_\_\_ Field

\_\_\_\_\_ Discounted Transportation Rate based on published index prices for specific Point(s) of Receipt and/or Point(s) of Delivery or other agreed-upon published pricing reference points (based upon the differential between published prices or arrived at by formula):

Index Price(s): \_\_\_\_\_

\_\_\_\_\_ Differential between Index Prices

or

\_\_\_\_\_ Formula: \_\_\_\_\_

In no event shall the discounted rate established as set forth above exceed the otherwise applicable maximum lawful rate.

Signed for Identification

Enbridge Offshore Pipelines (UTOS) LLC: \_\_\_\_\_

Shipper: \_\_\_\_\_

Supersedes Exhibit B, Dated: \_\_\_\_\_

